REPUBLIC OF KENYA

COUNTY GOVERNMENT OF KIRINYAGA
COUNTY HEADQUARTERS, P.O. BOX 260 - 10304, KUTUS.

DEPARTMENT OF MEDICAL SERVICES, PUBLIC HEALTH & SANITATION

NATIONAL OPEN TENDER

FOR

SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT, HOSPITAL FURNITURE, LAUNDRY EQUIPMENT AND RELATED SUPPLIES FOR KIRINYAGA COUNTY HEALTH FACILITIES, THE CANCER CENTRE AND NEWBORN UNITS (IN LOTS)

INVITATION TO TENDER NO. CGK/MSPHS/ONT/004/2026-2027

County Government of Kirinyaga
P.O. Box 260-10304 KUTUS
Website: www.Kirinyaga.go.ke
EMAIL: procurement@kirinyaga.go.ke

CLOSING 8th DECEMBER 2026 AT 10.00 A.M. EAT

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INVITATION TO TENDER

TENDER NAME: SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT, HOSPITAL FURNITURE, LAUNDRY EQUIPMENT AND RELATED SUPPLIES FOR KIRINYAGA COUNTY HEALTH FACILITIES, THE CANCER CENTRE AND NEWBORN UNITS (IN LOTS)

TENDER NO. CGK/MSPHS/ONT/004/2026-2027

1. The County Government of Kirinyaga invites tenders for the Supply and Delivery of Medical Equipment, Hospital Furniture, Laundry Equipment and Related Supplies for Kirinyaga County Health Facilities, the Cancer Centre and Newborn Units (In Lots). Installation, testing, commissioning and training apply where specified.

2. Tendering will be conducted through Open National Tendering. The procurement comprises nine separately evaluated lots. A tenderer may tender for and be awarded a maximum of two (2) lots. Each lot offered must be complete. A tender offering more than two lots shall be non-responsive in its entirety.

3. Citizen preference applies as advertised. Eligibility is limited to citizen contractors as defined in section 2 of the Public Procurement and Asset Disposal Act. See the Tender Data Sheet and Section III.

4. Eligible and interested bidders may obtain further information and inspect the bidding documents atSupply Chain Office 1st floor, Kirinyaga County Headquarters between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunch time between 1.00pm to 200pm and on public holidays.

5. A complete set of tender documents may be obtained by interested tenders for free.

6. Download the tender document free of charge from www.kirinyaga.go.ke or the Public Procurement Information Portal at tenders.go.ke.

7. Quote fixed prices in Kenya shillings, inclusive of applicable taxes and related services. Tenders shall remain valid for 180 days from the submission deadline.

8. Tenderers who download the documents should send their name, contact details and tender reference to procurement@kirinyaga.go.ke for communication of clarifications and addenda.

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

10. Submit one bound original and one bound copy in a plain sealed envelope marked with the tender reference, tender title and lot numbers offered. Deposit it in the tender box at the County Headquarters, Ground Floor, Kutus.

11. Tender security in Kenya shillings is required for each lot offered, in the fixed amount stated in the Tender Data Sheet. Submit an original demand bank guarantee or a guarantee from an insurer licensed by the Insurance Regulatory Authority and listed by PPRA with the tender, in favour of the County Government of Kirinyaga, valid for 30 days beyond the tender validity period.

12. Completed tenders must be submitted manually by Tuesday, 8th December 2026 at 10.00 a.m. (East Africa Time). Tenders submitted by email or other electronic means will not be accepted.

13. Tenders will be opened immediately after closing in the 1st Floor Conference Room, Kirinyaga County Headquarters, Kutus. Tenderers or their designated representatives may attend.

14. Late tenders will be rejected.
15. The addresses referred to above are:

A. Address for obtaining further information for the tender documents

1) County Government of Kirinyaga
2) Physical address 1st Floor County Headquarters Kutus,County
3) P.O Box 260 – 10304 KUTUS
4) Director Supply Chain Services

B. Address for submission of tenders and venue for opening

1) County Government of Kirinyaga
2) Submission: Ground Floor Tender Box. Opening: 1st Floor Conference Room, Kirinyaga County Headquarters, Kutus.
3) P.O Box 260 – 10304 KUTUS,

HEAD SUPPLY CHAIN MANAGEMENT.
FOR: COUNTY SECRETARY & HEAD OF PUBLIC SERVICE

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

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

1.2 Throughout this tendering document:

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

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

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

2. Fraud and Corruption

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

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

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

3. Eligible Tenderers

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

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representativewho shall have the authority to conduct all business for and on behalf of any

and all the membersof the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.

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

awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer;or

b) receives or has received any direct or indirect subsidy from another Tenderer; or

c) has the same - representative or ownership as another Tenderer; or

d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or

f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity(or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

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

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

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

also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

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

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

3.9 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official

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

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

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

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

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

4. Eligible Goods and Related Services

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

4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery,

equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

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

4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
a) motor vehicles, plant and equipment which are assembled in Kenya.
b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
c) goods manufactured, mined, extracted or grown in Kenya.

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

5. Sections of Tendering Document

5.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below,

and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures
i) Section I - Instructions to Tenderers (ITT)
ii) Section II - Tendering Data Sheet (TDS)
iii) Section III - Evaluation and Qualification Criteria
iv) Section IV - Tendering Forms

PART 2: Supply Requirements
v) Section V - Schedule of Requirements

PART 3: Contract
vi) Section VI - General Conditions of Contract (GCC)
vii) Section VII - Special Conditions of Contract (SCC)
viii) Section VIII- Contract Forms

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

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

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

6. Clarification of Tendering Document

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

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

6.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entitynot later than the period specified in the TDS before the meeting.

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

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

cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

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

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

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

A. Preparation of Tenders

8. Cost of Tendering

8.1 The Tenderer shall bear all costs associated with the preparation and submission of its

Tender,and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

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

10. Documents Comprising the Tender

10.1The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT11.

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

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

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

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

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

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

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

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

j) Any other document required in the TDS.

10.2In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include acopy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of

intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signedby all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

11. Form of Tender and Price Schedules

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

12. Alternative Tenders

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

13. Tender Prices and discounts

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

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

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

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

135Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subjectto variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT
28. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotationshall not be rejected, but the price adjustment shall be treated as zero.

136If specified in ITT 1.1, Tenders are being invited for individual Components (contracts) or for any combinationof Components (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 %of the items specified for each component and to 100% of the quantities specified for each item of a components. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tendersfor all Components (contracts) are opened at the same time.

137The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

138Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer mayobtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

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

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

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

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

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

in the TDS.

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

c) For Goods manufactured outside Kenya, already imported:

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

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

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

iv) the price for inland transportation, insurance, and other local services required to conveythe Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.

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

14. Currencies of Tender and Payment

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

14.2The Tenderer shall quote in Kenya shillings. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

14.3The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided bythe Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

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

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

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

15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing

functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

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

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

17. Period of Validity of Tenders

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

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The

request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18,it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

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

18. Tender Security

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

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

18.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand

guarantee in any of the following forms at the Tenderer option:
i) cash.
ii) a bank guarantee.
iii) a guarantee by an insurance company registered and licensed by the InsuranceRegulatory Authority listed by the Authority; or
iv) a letter of credit; or
v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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

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

18.6 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderersshall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity

shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

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

18.8The Tender Security may be forfeited or the Tender Securing Declaration executed:
a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
b) if the successful Tenderer fails to:
i) sign the Contract in accordance with ITT 45; or
ii) furnish a Performance Security in accordance with ITT 46.

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

18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceableat the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to inITT3.1 and ITT 10.2.

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

19. Format and Signing of Tender

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

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

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

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

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

B. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) in an envelope or package or container marked "COPIES", all required copies of the Tender;and

c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:

i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVETENDER", the alternative Tender; and

ii) in the envelope or package or container marked "COPIES- ALTERNATIVE

TENDER", all required copies of the alternative Tender.

20.2 The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.

b) bear the name and address of the Tenderer; and

c) bear the name and Reference number of the Tender.

20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
a) Specify in the **TDS where** such documents should be received.
b) maintain a record of tenders received, and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

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

21. Deadline for Submission of Tenders

21.1 Tenders must be received by the Procuring Entity at the address and no later than the dateand time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall submit their Tenders Manually.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and

obligationsof the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subjectto the deadline as extended.

22. Late Tenders

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

23. Withdrawal, Substitution, and Modification of Tenders

23.1A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sendinga written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

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

24. Tender Opening

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

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

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

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

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

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

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

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

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

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

C. Evaluation and Comparison of Tenders

25. Confidentiality

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

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

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

26. Clarification of Tenders

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

Entity in the Evaluation of the Tenders, in accordance with ITT 30.

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

27. Deviations, Reservations, and Omissions

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

a) "Deviation" is a departure from the requirements specified in the Tendering document.

b) "Reservation" is the setting of limiting conditions or withholding from completeacceptance of the requirements specified in the tendering document; and

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

28. Determination of Responsiveness

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

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

a) if accepted, would:

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

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

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

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

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

29. Non-conformities, Errors and Omissions

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

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time,

torectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failureof the Tenderer to comply with the request may result in the rejection of its Tender.

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

30. Arithmetical Errors

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

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

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

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

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

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

31. Conversion to Single Currency

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

32. Margin of Preference and Reservations

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

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

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

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

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

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

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

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

33. Evaluation of Tenders

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

a) substantially responsive to the tender documents; and

b) the lowest evaluated price.

33.2 Price evaluation will be done for Items or Components (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entityshall consider the following:
a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4.
b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;

c) price adjustment due to quantifiable nonmaterial non-conformities in accordance withITT 29.3; and
d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

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

33.4 Where the tender involves multiple Components or contracts, the tenderer will be allowed to tender for one or more Components (contracts). Each component or contract will be evaluated in accordance with ITT

33.2. The methodology to determine the lowest evaluated tenderer or tenderers base done components(contract) or based on a combination of Components (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple Components or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Components.

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

a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which

willbe payable on the goods if a contract is awarded to the Tenderer.

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

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

34. Comparison of Tenders

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

35. Abnormally Low Tenders

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

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

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

36. Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring

Entity is concerned that it (the Procuring Entity) may not be getting value for money or it maybe paying too high a price for the contract compared with market prices or that genuine competitionbetween Tenderers is compromised.

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

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

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

37. Post-Qualification of the Tenderer

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

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

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

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the LowestEvaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
a) most responsive to the Tender document; and
b) the lowest evaluated price.

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

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

D. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section3: Evaluation and Qualification Criteria.

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

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

42. Notice of Intention to enter into a Contract

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

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

b) the Contract price of the successful tender.

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

d) the expiry date of the Standstill Period; and

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

43. Standstill Period

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

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

44. Debriefing by the Procuring Entity

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

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

45. Letter of Award

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

46. Signing of Contract

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

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign,date, and return it to the Procuring Entity. The written contract shall be entered into within theperiod specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

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

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

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

48. Publication of Procurement Contract

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

a) name and address of the Procuring Entity.

b) name and reference number of the contract being awarded, a summary of its scope andthe selection method used.

c) the name of the successful Tenderer, the final total contract price, the contract duration.

d) dates of signature, commencement and completion of contract.

e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaints and Administrative Review

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

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

SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	Tender name: ***Supply and Delivery of Medical Equipment, Hospital Furniture, Laundry Equipment and Related Supplies for Kirinyaga County Health Facilities, the Cancer Centre and Newborn Units (In Lots)*** Procuring entity: County Government of Kirinyaga Tender reference: CGK/MSPHS/ONT/004/2026-2027 Nine lots as listed in Section V. A tenderer may tender for and be awarded a maximum of two (2) lots. Each lot offered must be complete. A tender offering more than two lots shall be non-responsive in its entirety.
ITT 2.3	The Information made available on competing firms is as follows**: N/A** The firms that provided consulting services for the contract being tendered forare: **Not Applicable**
ITT 3.1	Joint ventures are permitted under the ITT. Each member must meet applicable eligibility and citizen ownership requirements. No separate numerical limit on membership applies.
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke Tenderers shall be required to be registered with: **Not Applicable**
ITT 3.11	B. Contents of Tendering Document
ITT 6.1	Request clarification in writing at least seven days before closing from the Director, Supply Chain Management, County Headquarters, Kutus, P.O. Box 260–10304, procurement@kirinyaga.go.ke. Submission and opening locations are in ITT 21.1 and 24.1.
C. Preparation of Tenders	
ITT 12.1	Alternative **Tenders shall not be considered**.
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 13.8 (a) (iii)	Final destinations are the designated facilities in Kirinyaga County listed in the final site allocation schedule.
ITT 13.8 (b) (ii)	Include inland transport, insurance, unloading and applicable site services in the price.
13.8 (c) (iv)	Quote delivery to the agreed final destination in Kirinyaga County in accordance with Section V.
ITT 14.2	Foreign currency requirements not allowed.
ITT 15.4	Period the Goods are expected to be functioning: As specified in the Technical Specifications, warranty and maintenance requirements.

ITT 16.2 (a)	Manufacturer or traceable authorized distributor support is required only for the equipment expressly identified in Section III. The manufacturer tendering directly shall furnish proof of manufacture and warranty support.
ITT 16.2 (b)	Local after-sales support is required for installed or serviceable equipment. Document qualified service personnel or contracted support, consumables/spares and applicable calibration capability.
ITT 17.1	Tender validity: 180 days from the tender submission deadline.
ITT 17.3	(a)Any extension of tender validity shall be in accordance with section 88 of the Act. Tender prices remain fixed.
ITT 18.1	Tender security in Kenya shillings is required for each lot offered, in the fixed amount stated in the Tender Data Sheet. Submit an original demand bank guarantee or a guarantee from an insurer licensed by the Insurance Regulatory Authority and listed by PPRA with the tender, in favour of the County Government of Kirinyaga, valid for 30 days beyond the tender validity period. Provide a separate security instrument for each lot offered, stating the tender reference and lot number. This citizen-preference tender does not use a Tender-Securing Declaration in place of the required security. Lot 01 Kshs 100,000 Lot 02 Kshs 170,000 Lot 03 Kshs 90,000 Lot 04 Kshs 40,000 Lot 05 Kshs 590,000 Lot 06 Kshs 60,000 Lot 07 Kshs 300,000 Lot 08 Kshs 90,000 Lot 09 Kshs 200,000
ITT 19.3	Attach written authority or a power of attorney if the signatory's authority does not follow from the submitted entity documents. A JV shall identify its authorised representative.
D. Submission and Opening of Tenders	
ITT 21.1	Manual submission only. Deposit one original and one copy, bound and in a sealed outer envelope, in the Ground Floor Tender Box, Kirinyaga County Headquarters, Kutus, by Tuesday, **8th December 2026 at 10.00 a.m**. (East Africa Time). Mark the envelope with the tender reference, tender name and lot numbers offered.
ITT 24.1	Open immediately after the submission deadline on Tuesday, 8th December 2026 in the 1st Floor Conference Room, Kirinyaga County Headquarters, Kutus. The committee shall read and record each lot offered and its final tender price, in addition to the particulars required by law.
E**. Evaluation and Comparison of Tenders**	
ITT 29.3	The manner of rectifying quantifiable nonmaterial nonconformities described below: Not Applicable
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposesto convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is Kenya Shillings. The source of exchange rate shall be **N/A**. The date for the exchange rate shall be **N/A**

ITT 32.3	Citizen preference applies as advertised. Citizen contractor means a person or firm wholly owned and controlled by Kenyan citizens. No separate percentage price preference is applied under this tender.
ITT 32.5	Eligibility is limited to citizen contractors. Provide the ownership and control evidence specified in Section III. ***No separate AGPO reservation applies to this notice***.
ITT 33.2	Evaluation is for complete lots. Apply the evaluation procedure in Section III and the maximum of two lots per bidder.
ITT 33.2 (d)	Additional evaluation factors are those expressly stated in Section III - Evaluation and Qualification Criteria. No undisclosed criterion shall be applied.
ITT 33.6	No price adjustments for alternative delivery/payment terms, life cycle costs, or equipment performance apply.
F. Award of Contract	
ITT 41.1	Each lot is a separate award. Maximum lots awarded to one tenderer: two. See Section III. No increase or decrease in published quantities at award is specified.
ITT 41.2	Questions and requests for debriefing may be sent to the Procuring Entity. Any request for administrative review shall follow the applicable Act and procedures of the Public Procurement Administrative Review Board.
	The Procuring Entity's contact is County Headquarters, P.O. Box 260–10304, Kutus. procurement@kirinyaga.go.ke, Applicable statutory review timelines govern requests for review.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

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

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

1.2 Evaluation is by lot using the published requirements in this Section and Section V. The committee will record the evidence and findings for each lot offered.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

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

a) be substantially responsive to the tender documents.

b) offer the lowest evaluated price for the lot, subject to qualification and the two-lot limit.

c) meet the eligibility and qualification requirements applicable to that lot.

2.2 Evaluation of Tenders

STAGE 1: MANDATORY/PRELIMINARY EVALUATION CRITERIA (PASS/FAIL)

The committee will first check bidder-level eligibility and documentation, then check lot-level completeness and security. Failure of a bidder-level requirement affects the entire tender. Failure of a requirement specific to a lot affects that lot only.

PART A: PRELIMINARY AND MANDATORY EVALUATION CRITERIA

Preliminary evaluation is pass/fail. The committee may seek clarification only to the extent permitted by section 81 of the Act. Clarification shall not change the tender terms.

- A requirement marked M is mandatory at the preliminary stage. Failure results in non-responsiveness, subject only to clarifications permitted by law and the tender document.
- Every applicable critical requirement and every stated minimum technical specification must pass before scored assessment.

-

i) Standard Evaluation Sequence

Stage	Evaluation	Required outcome
1	Preliminary and mandatory	Pass all bidder-level requirements and all requirements for the particular lot.
2	Critical technical compliance	Pass all applicable lot-specific critical checks and minimum specifications.
3	Scored technical assessment	Score at least 75 out of 100 on that lot.
4	Financial evaluation	Rank responsive lots by the lowest evaluated price.
5	Post-qualification	Verify submitted evidence for the proposed awardee under section 83.
6	Recommendation for award	Recommend the lowest evaluated responsive qualified bidder per lot, subject to the two-lot limit.

ii) Preliminary and Mandatory Evaluation Criteria

Ref.	Requirement	Evidence / test	Result
M1	Business registration	Certificate of incorporation, business registration or equivalent proof appropriate to the legal form.	Pass / Fail
M2	Citizen ownership and control	CR12 or equivalent official ownership/control records and sworn or official proof of Kenyan citizenship where needed. For a JV provide the evidence for each member.	Pass / Fail
M3	Tax compliance	Valid KRA Tax Compliance Certificate at closing, subject to verification.	Pass / Fail
M4	Ownership and beneficial ownership	Completed prescribed disclosure and legal identity forms appropriate to the entity.	Pass / Fail
M5	Signed Form of Tender	One signed Form of Tender identifying one or two lots. Include evidence of authority, tenderer information and JV agreement or letter of intent where applicable.	Pass / Fail
M6	Lot tender security	Original and verifiable instrument for each lot offered, stating the required beneficiary, amount, KSh currency, tender reference, lot and period.	Pass / Fail
M7	Complete lot price schedule	Complete and sign the schedule for all items in each offered lot. Show total per lot and combined tender price. Partial lot offers fail for that lot.	Pass / Fail
M8	Completed delivery and compliance information	Provide the proposed delivery period, make/model or reference where applicable, country of origin and a line-by-line technical compliance response.	Pass / Fail
M9	Prescribed declarations	Signed independent tender determination and prescribed tenderer self-declarations, including debarment, anti-corruption and ethics forms.	Pass / Fail
M10	Other bidder eligibility	Verify the declarations on conflict of interest, debarment, insolvency and other applicable eligibility conditions in the ITT.	Pass / Fail
M11	Language and submission	Tender in English with translations where required. Submit the required signed original and copy in the stated physical submission form.	Pass / Fail
M12	Literature or data	Identify and cross-reference product datasheets for offered equipment and material/dimension data or equivalent evidence for furniture, consumables and services.	Pass / Fail
M13	Condition and traceability	Signed confirmation that goods are new and unused, with batch or serial traceability where applicable.	Pass / Fail

Ref.	Requirement	Evidence / test	Result
M14	Warranty and support	Signed undertaking to meet the SCC warranty and after-sales support for the offered lot, and batch/expiry documentation for consumables where applicable.	Pass / Fail
M15	Lot-specific regulatory and specialist evidence	Submit the applicable evidence in the critical evidence table. PPB market authorization is required only for products subject to it. If exempt, identify the basis and provide documentary support.	Pass / Fail
M16	Substantial responsiveness	No material deviations or omissions affecting scope, quality, delivery, price, risk or bidder eligibility.	Pass / Fail
M17	The submitted tender shall be chronologically serialized as required by the ITT.		Pass / Fail

iii) Critical Evidence

Cat.	Applies to	Additional mandatory critical evidence
C01	Lot 01 · Cytotoxic preparation and ventilation	Cabinet maker authorization or traceable authorized distributor evidence, cabinet technical data, integration responsibility statement, HVAC and room interfaces plan, qualified specialist team and site validation/acceptance plan.
C02	Lot 02 · Chemotherapy equipment and supplies	Maker or authorized distributor evidence for volumetric and syringe pumps, monitors and defibrillator. Provide applicable PPB evidence, pump–consumable compatibility matrix and chemotherapy PPE test documentation matching the offered products.
C03	Lot 03 · Gynaecology equipment	Maker or authorized distributor evidence for the imaging, LEEP/LLETZ and irrigation systems. Provide applicable PPB evidence and document compatibility of the scope, camera, light source, monitor, irrigation and accessories.
C04	Lot 04 · Newborn Unit	Maker or authorized distributor evidence for CPAP, phototherapy, oximetry and incubators. Provide applicable PPB evidence and confirm neonatal accessories, electrical/functional verification and user training.
C05	Lot 05 · Beds and lockers	Product data or shop drawings identifying dimensions, material finish, safe working loads for beds, mattresses, applicable castors/brakes and the delivery-bed accessories and mechanisms.
C06	Lot 06 · Oxygen equipment	Manufacturer or authorized distributor evidence for concentrators, applicable PPB evidence, concentrator performance documentation and gauge/flowmeter inlet, connector and pressure compatibility.
C07	Lot 07 · Laboratory equipment	Maker or authorized distributor evidence for microscopes and cabinets, cabinet size and class documentation, conformity evidence, and a competent on-site cabinet certification plan.
C08	Lot 08 · Steam sterilisation	Maker or authorized distributor evidence and applicable PPB documentation. Show chamber capacities, cycle performance, safety features, utilities and site verification of the offered models.
C09	Lot 09 · Commercial laundry	Maker or authorized distributor evidence, machine capacities and utilities, plus an installation, commissioning and operator training plan identifying connections and the responsible team.

STAGE 2: TECHNICAL EVALUATION CRITERIA

Score each technically compliant lot out of 100 using the evidence and fixed point allocations below.
The criteria, maximum scores and evidence/assessment approach are stated below

S/No.	CRITERION	EVIDENCE / ASSESSMENT APPROACH	MAX SCORE
1.	Traceability of the technical offer	Five points each for (i) indexed item-by-item evidence, (ii) a complete included-accessory or component list, and (iii) a schedule of acceptance checks matched to the items offered.	15
2.	Capacity to finance delivery	Five points each for (i) a lot of cash-flow schedule covering delivery to payment, (ii) documentary evidence of funds or credit (bank or other verifiable financial evidence), and (iii) a schedule linking available funding to the proposed milestones.	15
3.	Supply chain and continuity	Five points each for (i) a source/manufacturer list by line, ii) evidence of stock or resupply lead times, and (iii) a documented replacement or replenishment plan for the lot.	15
4.	Relevant completed supply	Five points per verified comparable completed contract in the five years before closing, up to three. Submit supply documentation plus signed acceptance evidence or a verifiable client confirmation.	15
5.	Packing and quality control	Five points for a lot-specific checklist covering packing/handling, physical checks and manufacturer, batch or serial traceability as applicable.	5
6.	Local support and staffing	Five points each for (i) a named local support contact with location, (ii) evidence of qualified staff or contracted specialists appropriate to the lot, and (iii) documented handling of faults, defective goods or replacements.	15
7.	Warranty and ongoing support	Five points each for (i) a dated warranty/support matrix by durable item or replacement plan by consumable, and (ii) a documented maintenance, spare-parts or consumables continuity plan appropriate to the lot.	10
8.	Delivery and acceptance plan	Five points each for (i) a timed programme covering all lot lines and (ii) a lot-specific handover plan including installation, testing and user training for equipment requiring those services, or delivery and verification for supply-only items.	10

S/No.	CRITERION	EVIDENCE / ASSESSMENT APPROACH	MAX SCORE
	TOTAL	**Award each subcriterion's stated points when fully evidenced. Otherwise award zero. No partial points. Minimum technical score: 75 out of 100.**	**100**

NB:
(a)A lot must pass all applicable mandatory and critical requirements and score at least 75 out of 100 to proceed to financial evaluation.
(b)Post-qualification may verify submitted evidence under section 83 of the Act using only the published requirements.

STAGE 3: Financial Evaluation

Compare the fixed, tax-inclusive evaluated prices for each complete lot in Kenya shillings. Cross-lot discounts shall not be considered. Compare unconditional discounts disclosed for a specific lot only if reflected in the final lot price read out at opening.

Tender Award

Recommend award per lot to the lowest evaluated responsive tenderer that meets the disclosed qualification requirements. Award no more than two lots to one tenderer. If the lowest eligible bidder fails post-qualification, consider the next lowest evaluated responsive bidder.

Record the final price read out for each lot and the combined price at opening. Under section 82 of the Act, the tender sum as read out is final. An arithmetic check shall not revise it. A material discrepancy that prevents evaluation renders the affected lot non-responsive.

Where evaluated prices for a lot are equal, rank the higher technical score first. If still tied, conduct a documented draw in the presence of invited tied tenderers, subject to any applicable legal requirement.

SECTION IV - TENDERING FORMS

Form of Tender

Tenderer Information Form

Tenderer JV Members Information Form

Lot Price Schedules and Lot Selection

Forms of Tender Security

Manufacturer's Authorization Form

FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

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

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

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

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

To *[Insert complete name of Procuring Entity]*

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

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

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

d) **Conformity: We offer to supply the goods and related services for the lot(s) selected below in accordance with Section V. Lot number(s) offered (maximum two): _____.**

e) **Tender price for each lot offered, in Kenya shillings inclusive of applicable taxes and any unconditional lot-specific discount.**

Lot No. _____ Final price in figures _____ Amount in words _____

Lot No. _____ Final price in figures _____ Amount in words _____

Combined tender price in figures _____ Amount in words _____

f) **Discounts: State the unconditional discount, if any, for each lot and show the resulting final price in the lot schedule above. Cross-lot discounts are not permitted.**

i)

ii)

g) **Tender Validity Period**: Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS
21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period; **Performance Security**: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document.

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

q) **Beneficial Ownership Information**: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject

procurement proceeding.

r) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of ourTender:

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

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

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

d) Declaration and Commitment to the Code of Ethics for Persons Participating in PublicProcurement and Asset Disposal.

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

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

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

2. I understand that the Tender will be disqualified if this Certificate is found notto be true and complete in every respect.

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

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

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

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

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

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

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

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

a) prices.

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

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

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

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

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

Name

_____

Title

_____

Date

_____

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of..... *(insert name of the Company)* who
is a Bidder in respect of **Tender No.** .....for.....

(Insert tender title/description) for.....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

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

3. THAT what is deponed to herein above is true to the best of my knowledge, informationand belief.

.....	.....	.....
(Title) Bidder Official Stamp	(Signature)	(Date)

FORM SD2

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

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

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

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

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..*(name of the procuring entity).*

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

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

…… ……..…. ……

(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign…….....

Position.....

Office address……..……..

Telephone…….....……..

E-mail…….....

Name of the Firm/Company…….....

Date…….....……

(Company Seal/ Rubber Stamp where applicable)Witness

Name …….....……

Sign…….....
..

Date…….....
.

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in anyprocurement or asset disposal proceeding.
2) A person referred to under subsection (1) who contravenes the provisions ofthat sub-section commits an offence.
3) Without limiting the generality of the subsection (1) and (2), the person shall be—
a) disqualified from entering into a contract for a procurement or assetdisposal proceeding; or
b) if a contract has already been entered into with the person, the contractshall be voidable.
4) The voiding of a contract by the procuring entity under subsection (7) does notlimit any legal remedy the procuring entity may have.
5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
a) shall not take part in the procurement proceedings.
b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
c) shall not be a subcontractor for the bidder to whom was awarded contract,or a member of the group of bidders to whom the contract was awarded,but the subcontractor appointed shall meet all the requirements of this Act.

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

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

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

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

i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directlyor indirectly, of anything of value to influence improperly the actions of another party.

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

iii) "Collusive practice" is an arrangement between two or more partiesdesigned to achieve an improper purpose, including to influence improperly the actions of another party.

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

v) "Obstructive practice" is:

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

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

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

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

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

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

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

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

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

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

TENDERER INFORMATION FORM

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

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

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

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

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

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. **Tenderer's details**

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full……

Age……

Nationality ……

Country of Origin……

Citizenship ……

c) Partnership, provide the following details.

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

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company- Nominal Kenya Shillings (Equivalent) ……. Issued Kenya Shillings (Equivalent) ……

iii) Give details of Directors as follows.

	Names of Director	**Nationality**	**Citizenship**	**% Sharesowned**
1				
2				
3				

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

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

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

	Type of Conflict	**Disclosure YES OR NO**	**If YES provide details ofthe relationship with Tenderer**
1.	Tenderer is directly or indirectly controlled by or isunder common control with another tenderer.		
2.	Tenderer receives or has received any direct or indirectsubsidy from another tenderer.		
3.	Tenderer has the same legalrepresentative as another tenderer		
4.	Tender has a relationship withanother tenderer, directly or through common third partiesthat puts it in a position to influence the tender of another tenderer or influence the decisions of the ProcuringEntity regarding this tendering process.		
5.	Any of the Tenderer's affiliatesparticipated as a consultant in the preparation of the design or technical specifications of the works that are the subjectof the tender.		
6.	Tenderer would be providinggoods, works, non-consulting services or consulting services during implementation of thecontract specified in this Tender Document.		

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

(f) Certification

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

Title or Designation_____

*(Signature)*_____

*(Date)*_____

TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

Page_____of_____pages

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

FORM OF TENDER-SECURING DECLARATION

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

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

Tender No.: …..... *[Insert number of tendering processes]*

To: ..... *[Insert complete name of Purchaser]*

I/We, the undersigned, declare that:

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

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

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

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

b) thirty days after the expiration of our Tender.

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

Signed……..…….. Capacity / title (director

or partner or sole proprietor, etc.) …….…….

Name…….. Duly

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

on……. day of…….……. *[Insert date of signing]*

Seal or stamp

Price Schedule Forms

Complete the lot price schedule for every line of each lot offered. Enter the unit and extended prices exclusive of VAT, show applicable VAT and state the final lot total inclusive of applicable taxes. Include delivery, insurance and all related services in the prices. Identify the country of origin and offered make/model where applicable in the accompanying item-by-item offer.

Quote a complete lot. Carry each final lot total to the Form of Tender. Show any unconditional discount within the relevant lot. The CBL entry is for disclosure as a statutory deduction and is not added a second time to the tender total.

S/No	Equipment Description	Unit Of Issue	Total Qty	Unit Price	Total Price
LOT 01 Cancer Centre Cytotoxic Preparation Equipment and Controlled Ventilation System					
1.1	Cytotoxic Preparation Cabinet	Each	1		
1.2	Hvac Design, Pressure-Controlled Ventilation, Hepa Testing and Validation	Job	1		
1.3	Ventilation, Ducting and Hvac Installation	Job	1		
1.4	Ante-Room / Gowning Area	Job	1		
1.5	Pass-Through Hatch	Each	1		
1.6	Differential Pressure Monitor	Each	2		
1.7	Stainless-Steel Worktable	Each	1		
1.8	Pharmaceutical Refrigerator	Each	1		
1.9	Temperature Data Logger	Each	1		
1.10	Preparation Trolley	Each	2		
1.11	Precision Balance	Each	1		
1.12	Computer And Laser Printer	Each	1		
1.13	Label Printer	Each	1		
1.14	Backup Power / Ups	Each	1		
1.15	Eye Wash Station	Each	1		
1.16	Chemical-Resistant Secure Storage Cabinet	Each	2		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 02 Cancer Centre Chemotherapy Administration Equipment, Clinical Furniture and Supplies					
2.1	Volumetric Infusion Pump	Each	27		
2.2	Syringe Infusion Pumps	Each	12		
2.3	Closed-System Drug-Transfer Devices (Cstds)	Each	100		

S/No	Equipment Description	Unit Of Issue	Total Qty	Unit Price	Total Price
2.4	Luer-Lock Syringes	Assortment of 300 pieces	2		
2.5	Sterile Needles and Blunt-Fill Needles	Each	100		
2.6	Transfer Spikes and Adaptors	Each	100		
2.7	Sterile Iv Bags	Each	100		
2.8	Sterile Preparation Trays	Each	30		
2.9	Cytotoxic-Compatible Disinfectant	5 L can	20		
2.10	Absorbent Under pads	Each	50		
2.11	Preparation Labels	roll	3		
2.12	Luer-Lock Syringes	PACK OF 100	5		
2.13	Chemotherapy Infusion Recliner Chairs	Each	6		
2.14	Multiparameter Monitor	Each	1		
2.15	Digital Bp Machine	Each	2		
2.16	Pulse Oximeter	Each	5		
2.17	Digital Thermometers	Each	3		
2.18	Examination Couch	Each	1		
2.19	Clinical/Medicine Trolley	Each	2		
2.20	Patient Screen	Each	2		
2.21	Waiting Chairs	Each	4		
2.22	Cytotoxic Spill Kits	Each	2		
2.23	Extravasation Kit	Each	2		
2.24	Crash Trolley	Each	1		
2.25	Defibrillator	Each	1		
2.26	Suction Machine	Each	1		
2.27	Emergency Airway Equipment	SET	2		
2.28	Cytotoxic Waste Bin	Each	4		
2.29	Sharps Containers	Each	20		
2.30	Chemotherapy-Tested Nitrile Gloves	Box of 100 gloves	5		
2.31	Disposable Chemotherapy Gowns	Each	120		
2.32	Protective Splash Goggles	Each	20		
2.33	Face Shields	Each	20		
2.34	Particulate Respirators	Each	50		
2.35	Disposable Non-Slip Shoe Covers	Pack of 100 (50 pairs)	5		
2.36	Disposable Head Covers	Each	120		
2.37	Disposable Protective Aprons	Each	50		
2.38	Cytotoxic waste bags	Each	100		
2.39	Liquid hand soap	500 mL bottle	13		

S/No	Equipment Description	Unit Of Issue	Total Qty	Unit Price	Total Price
2.40	IV cannulas, assorted sizes	Pack of 100	9600		
2.41	IV giving sets compatible with pumps	Pack of 12 pieces	100		
2.42	Extension lines and needle-free connectors	Pack of 12 pieces	100		
2.43	Alcohol-based skin antiseptic	500 mL can	50		
2.44	Sterile gauze and swabs	PACK OF 100	20		
2.45	Transparent dressings and securement devices	Each	100		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 03 Gynaecology Equipment for Hysteroscopy and LEEP/LLETZ					
3.1	Hysteroscopy Set	Each	1		
3.2	LEEP/LLETZ Machine	Each	1		
3.3	Hysteroscopy Camera System and Screen/Monitor	Each	1		
3.4	Hd Hysteroscopy Endoscopy Camera Head	Each	1		
3.5	Medical Endoscopy Cold Light Source	Each	1		
3.6	Hysteroscopy Irrigation System and Tubing	Each	2		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 04 Newborn Unit Equipment					
4.1	CPAP MACHINE	Each	10		
4.2	PHOTOTHERAPY DEVICES	Each	10		
4.3	HANDHELD PULSE OXIMETER (NEONATE)	Each	20		
4.4	Baby Incubator	Each	3		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					

S/No	Equipment Description	Unit Of Issue	Total Qty	Unit Price	Total Price
LOT 05 Hospital Beds, Maternity Delivery Beds and Bedside Lockers					
5.1	Hospital Bed with Mattress	Each	150		
5.2	Patient Bedside Lockers	Each	150		
5.3	Delivery Bed (Manual)	Each	15		
5.4	Delivery Bed (Hydraulic)	Each	15		
5.5	Hospital Bed with Mattress	Each	420		
5.6	Patient Bedside Lockers	Each	420		
5.7	Delivery Bed (Manual)	Each	11		
5.8	Delivery Bed (Hydraulic)	Each	5		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 06 Medical Oxygen Equipment and Accessories					
6.1	Oxygen Concentrators	Each	18		
6.2	Oxygen Gauges and Flow Meters	Each	50		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 07 Laboratory Equipment and Biosafety Cabinets					
7.1	Binocular biological microscope	Each	30		
7.2	Class II Type A2 biosafety cabinet, 4 ft	Each	6		
7.3	Class II Type A2 biosafety cabinet, 3 ft	Each	19		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 08 Steam Sterilisation Equipment					
8.1	Steam Pressure Autoclave 100 Liters	Each	4		
8.2	Steam Pressure Autoclave 23 Liters	Each	60		
8.3	Steam Pressure Autoclave 70 Liters	Each	10		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					

S/No	Equipment Description	Unit Of Issue	Total Qty	Unit Price	Total Price
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					
LOT 09 Commercial Hospital Laundry Equipment					
9.1	Commercial Washer 30kg	Each	1		
9.2	Commercial Dryer 30kg	Each	1		
9.3	Commercial Washer 30kg	Each	1		
9.4	Commercial Dryer 30kg	Each	1		
9.5	Commercial Washer 50kg	Each	1		
9.6	Commercial Dryer 50kg	Each	1		
Subtotal exclusive of VAT					
Unconditional lot discount, if any					
VAT, where applicable					
CBL at 0.03% of value exclusive of applicable taxes (deduction disclosure)					
Final lot total carried to Form of Tender					

.

Name of tenderer……..……..……

Signature of Tenderer……..

Date……..

Company Stamp

Standard origin price forms for reference

Use only the populated Lot Price Schedule for this tender. The standard origin and separate related-service price forms that follow are retained for reference and do not require completion.

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

Date: _____ Currencies

ITT No: _____

Alternative No: _____

Page N□ ___ of

1	2	3	4	5	6	7	8	9
Line Item N□	Description of Goods	Countryof Origin	DeliveryDate asdefined by Incoterms	Quantityand physicalunit	Unit price CIP *[insert place of destination]* in accordance withITT 14.8(b)(i)	CIP Price perline item (Col. 5x6)	Price per line item forinland transportationand other servicesrequired in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Lineitem (Col. 7+8)
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and nameof the physicalunit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							Total Price	

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

Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, goods already imported) Date: _____
Currencies in accordance with ITT 15 ITT No: _____
Alternative No: _____ Page N□___of ___

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N□	Description of Goods	Countryof Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid,in accordance with ITT 14.8(c)(i)	Custom Duties andImport Taxespaid per unitin accordancewith ITT 14.8(c)(ii), [to be supportedby documents]	Unit Price net of custom duties andimport taxes,in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5□8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert numbe r of the item]	*[insert name of Goods]*	*[insert country of origin of theGood]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties andtaxes paid perunit]*	*[insert unit price net of custom duties andimport taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in* Kenya*]*	*[insert salesand other taxes payable peritem if Contract is awarded]*	*[insert total price per line item]*
										Total Tender Price	

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

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

Price Schedule: Goods Manufactured in Kenya

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

1	2	3	4	5	6	7	8	9	10
Line Item N	Description of Goods	Delivery Date as defined by Incoterms	Quanti ty and physicall unit	Unit price EXW	Total EXW price per line item (Col. 4 5)	Price per line item for inland transportation andother services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number ofthe item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number r of units tobe suppliedd and name of the physicall unit]*	*[insert EXW unit price]*	*[insert total EXW price per lineitem]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of theEXW price per line item]*	*[insert sales and other taxes payable per lineitem if Contract is awarded]*	*[insert total price per item]*
								Total Price	

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITT 15 Date:

ITT No:

Alternative No:

Page N□ of

1	2	3	4	5	6	7
Service N□	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their finaldestination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number ofthe Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination perService]*	*[insert number of units to be supplied and name of thephysical unit]*	*[insert unit price peritem]*	*[insert total price per item]*
				Total Tender Price		

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

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

Beneficiary:_____

Request for Tenders No:

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here in after called "the Applicant") hassubmitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the executionof_____under Request for Tenders No. (“the ITT”).

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

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

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

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

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

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

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: ____

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

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

Sealed with the Common Seal of the said Guarantor this_____day of_____20_.

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

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

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

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification of the results of the Tendering process or (ii) thirty (30) days after the end of the Tender Validity Period.

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

_____ _____

[Date]

_____

[Signature of the Guarantor][Witness] [Seal]

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

MANUFACTURER'S AUTHORIZATION FORM

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

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

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

ITT process] Alternative No.: .....*[insert identificationNo if this is a Tender for an*

alternative]

To*[Insert complete name of*

Procuring Entity] WHEREAS

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

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

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

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

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

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

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Scope and Schedule of Requirements

Supply and deliver the goods in the nine lots below to the designated facilities in Kirinyaga County listed in the final site allocation schedule. Include installation, integration, testing, commissioning and user training where applicable. Price the separate installation and validation lines in Lot 01 once.

Schedule of Requirements

Tenderers shall allow for delivery to one or more designated health facilities within Kirinyaga County. Before delivery, the Accounting Officer of the procuring department, or a Project Manager authorised in writing by the Accounting Officer, shall issue written instructions identifying the receiving facilities, the quantities allocated to each and the site access arrangements. The successful tenderer shall use those instructions to prepare its delivery and, where applicable, installation programme by facility. The allocations shall be within the quantities, scope, price and delivery period agreed in the contract.

S/No	Item Description	Category	Unit Of Issue	Facility allocation	Delivery phase	Total Qty
LOT 01 Cancer Centre Cytotoxic Preparation Equipment and Controlled Ventilation System						
1.1	Cytotoxic Preparation Cabinet	Lot 01	Each	See site schedule	Section V	1
1.2	Hvac Design, Pressure-Controlled Ventilation, Hepa Testing and Validation	Lot 01	Job	See site schedule	Section V	1
1.3	Ventilation, Ducting and Hvac Installation	Lot 01	Job	See site schedule	Section V	1
1.4	Ante-Room / Gowning Area	Lot 01	Job	See site schedule	Section V	1
1.5	Pass-Through Hatch	Lot 01	Each	See site schedule	Section V	1
1.6	Differential Pressure Monitor	Lot 01	Each	See site schedule	Section V	2
1.7	Stainless-Steel Worktable	Lot 01	Each	See site schedule	Section V	1
1.8	Pharmaceutical Refrigerator	Lot 01	Each	See site schedule	Section V	1
1.9	Temperature Data Logger	Lot 01	Each	See site schedule	Section V	1
1.10	Preparation Trolley	Lot 01	Each	See site schedule	Section V	2
1.11	Precision Balance	Lot 01	Each	See site schedule	Section V	1
1.12	Computer And Laser Printer	Lot 01	Each	See site schedule	Section V	1

S/No	Item Description	Category	Unit Of Issue	Facility allocation	Delivery phase	Total Qty
1.13	Label Printer	Lot 01	Each	See site schedule	Section V	1
1.14	Backup Power / Ups	Lot 01	Each	See site schedule	Section V	1
1.15	Eye Wash Station	Lot 01	Each	See site schedule	Section V	1
1.16	Chemical-Resistant Secure Storage Cabinet	Lot 01	Each	See site schedule	Section V	2
LOT 02 Cancer Centre Chemotherapy Administration Equipment, Clinical Furniture and Supplies						
2.1	Volumetric Infusion Pump	Lot 02	Each	See site schedule	Section V	27
2.2	Syringe Infusion Pumps	Lot 02	Each	See site schedule	Section V	12
2.3	CLOSED-SYSTEM DRUG-TRANSFER DEVICES (Cstds)	Lot 02	Each	See site schedule	Section V	100
2.4	Luer-Lock Syringes	Lot 02	Assortment of 300 pieces	See site schedule	Section V	2
2.5	Sterile Needles And Blunt-Fill Needles	Lot 02	Each	See site schedule	Section V	100
2.6	Transfer Spikes And Adaptors	Lot 02	Each	See site schedule	Section V	100
2.7	Sterile Iv Bags	Lot 02	Each	See site schedule	Section V	100
2.8	Sterile Preparation Trays	Lot 02	Each	See site schedule	Section V	30
2.9	Cytotoxic-Compatible Disinfectant	Lot 02	5 L can	See site schedule	Section V	20
2.10	Absorbent Underpads	Lot 02	Each	See site schedule	Section V	50
2.11	Preparation Labels	Lot 02	roll	See site schedule	Section V	3
2.12	Luer-Lock Syringes	Lot 02	PACK OF 100	See site schedule	Section V	5
2.13	Chemotherapy Infusion Recliner Chairs	Lot 02	Each	See site schedule	Section V	6
2.14	Multiparameter Monitor	Lot 02	Each	See site schedule	Section V	1

S/No	Item Description	Category	Unit Of Issue	Facility allocation	Delivery phase	Total Qty
2.15	Digital Bp Machine	Lot 02	Each	See site schedule	Section V	2
2.16	Pulse Oximeter	Lot 02	Each	See site schedule	Section V	5
2.17	Digital Thermometers	Lot 02	Each	See site schedule	Section V	3
2.18	Examination Couch	Lot 02	Each	See site schedule	Section V	1
2.19	Clinical/Medicine Trolley	Lot 02	Each	See site schedule	Section V	2
2.20	Patient Screen	Lot 02	Each	See site schedule	Section V	2
2.21	Waiting Chairs	Lot 02	Each	See site schedule	Section V	4
2.22	Cytotoxic Spill Kits	Lot 02	Each	See site schedule	Section V	2
2.23	Extravasation Kit	Lot 02	Each	See site schedule	Section V	2
2.24	Crash Trolley	Lot 02	Each	See site schedule	Section V	1
2.25	Defibrillator	Lot 02	Each	See site schedule	Section V	1
2.26	Suction Machine	Lot 02	Each	See site schedule	Section V	1
2.27	Emergency Airway Equipment	Lot 02	SET	See site schedule	Section V	2
2.28	Cytotoxic Waste Bin	Lot 02	Each	See site schedule	Section V	4
2.29	Sharps Containers	Lot 02	Each	See site schedule	Section V	20
2.30	Chemotherapy-Tested Nitrile Gloves	Lot 02	Box of 100 gloves	See site schedule	Section V	5
2.31	Disposable Chemotherapy Gowns	Lot 02	Each	See site schedule	Section V	120
2.32	Protective Splash Goggles	Lot 02	Each	See site schedule	Section V	20
2.33	Face Shields	Lot 02	Each	See site schedule	Section V	20

S/No	Item Description	Category	Unit Of Issue	Facility allocation	Delivery phase	Total Qty
2.34	Particulate Respirators	Lot 02	Each	See site schedule	Section V	50
2.35	Disposable Non-Slip Shoe Covers	Lot 02	Pack of 100 (50 pairs)	See site schedule	Section V	5
2.36	Disposable Head Covers	Lot 02	Each	See site schedule	Section V	120
2.37	Disposable Protective Aprons	Lot 02	Each	See site schedule	Section V	50
2.38	Cytotoxic Waste Bags	Lot 02	Each	See site schedule	Section V	100
2.39	Liquid Hand Soap	Lot 02	500 mL bottle	See site schedule	Section V	13
2.40	IV Cannulas, Assorted Sizes	Lot 02	Pack of 100	See site schedule	Section V	9600
2.41	IV Giving Sets Compatible With Pumps	Lot 02	Pack of 12 pieces	See site schedule	Section V	100
2.42	Extension Lines And Needle-Free Connectors	Lot 02	Pack of 12 pieces	See site schedule	Section V	100
2.43	Alcohol-Based Skin Antiseptic	Lot 02	500 mL can	See site schedule	Section V	50
2.44	Sterile Gauze And Swabs	Lot 02	PACK OF 100	See site schedule	Section V	20
2.45	Transparent Dressings And Securement Devices	Lot 02	Each	See site schedule	Section V	100
LOT 03 Gynaecology Equipment for Hysteroscopy and LEEP/LLETZ						
3.1	Hysteroscopy Set	Lot 03	Each	See site schedule	Section V	1
3.2	Leep/Lletz Machine	Lot 03	Each	See site schedule	Section V	1
3.3	Hysteroscopy Camera System and Screen/Monitor	Lot 03	Each	See site schedule	Section V	1
3.4	Hd Hysteroscopy Endoscopy Camera Head	Lot 03	Each	See site schedule	Section V	1
3.5	Medical Endoscopy Cold Light Source	Lot 03	Each	See site schedule	Section V	1
3.6	Hysteroscopy Irrigation System And Tubing	Lot 03	Each	See site schedule	Section V	2

S/No	Item Description	Category	Unit Of Issue	Facility allocation	Delivery phase	Total Qty
LOT 04 Newborn Unit Equipment						
4.1	CPAP Machine	Lot 04	Each	See site schedule	Section V	10
4.2	Phototherapy Devices	Lot 04	Each	See site schedule	Section V	10
4.3	Handheld Pulse Oximeter (Neonate)	Lot 04	Each	See site schedule	Section V	20
4.4	Baby Incubator	Lot 04	Each	See site schedule	Section V	3
LOT 05 Hospital Beds, Maternity Delivery Beds and Bedside Lockers						
5.1	Hospital Bed With Mattress	Lot 05	Each	See site schedule	Section V	150
5.2	Patient Bedside Lockers	Lot 05	Each	See site schedule	Section V	150
5.3	Delivery Bed (Manual)	Lot 05	Each	See site schedule	Section V	15
5.4	Delivery Bed (Hydraulic)	Lot 05	Each	See site schedule	Section V	15
5.5	Hospital Bed with Mattress	Lot 05	Each	See site schedule	Section V	420
5.6	Patient Bedside Lockers	Lot 05	Each	See site schedule	Section V	420
5.7	Delivery Bed (Manual)	Lot 05	Each	See site schedule	Section V	11
5.8	Delivery Bed (Hydraulic)	Lot 05	Each	See site schedule	Section V	5
LOT 06 Medical Oxygen Equipment and Accessories						
6.1	oxygen concentrators	Lot 06	Each	See site schedule	Section V	18
6.2	oxygen gauges and flow meters	Lot 06	Each	See site schedule	Section V	50
LOT 07 Laboratory Equipment and Biosafety Cabinets						
7.1	Binocular biological microscope	Lot 07	Each	See site schedule	Section V	30
7.2	Class II Type A2 biosafety cabinet, 4 ft	Lot 07	Each	See site schedule	Section V	6

S/No	Item Description	Category	Unit Of Issue	Facility allocation	Delivery phase	Total Qty
7.3	Class II Type A2 biosafety cabinet, 3 ft	Lot 07	Each	See site schedule	Section V	19
LOT 08 Steam Sterilisation Equipment						
8.1	Steam Pressure Autoclave 100 Liters	Lot 08	Each	See site schedule	Section V	4
8.2	Steam Pressure Autoclave 23 Liters	Lot 08	Each	See site schedule	Section V	60
8.3	Steam Pressure Autoclave 70 Liters	Lot 08	Each	See site schedule	Section V	10
LOT 09 Commercial Hospital Laundry Equipment						
9.1	Commercial Washer 30kg	Lot 09	Each	See site schedule	Section V	1
9.2	Commercial Dryer 30kg	Lot 09	Each	See site schedule	Section V	1
9.3	Commercial Washer 30kg	Lot 09	Each	See site schedule	Section V	1
9.4	Commercial Dryer 30kg	Lot 09	Each	See site schedule	Section V	1
9.5	Commercial Washer 50kg	Lot 09	Each	See site schedule	Section V	1
9.6	Commercial Dryer 50kg	Lot 09	Each	See site schedule	Section V	1

Tenderer's Signature Official stamp.
Date:

1. List of Goods and Delivery Schedule

LineItem	Description of Goods	Quantity	Physicalunit	Final Destination asspecified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [*to be provided by the tenderer*]
01–09	Goods and related services for the lot(s) offered	As scheduled	Various	Designated facilities in kirinyaga county listed in the final site allocation schedule	Contract effectiveness and notice to commence, as applicable	120 calendar days for Lot 01. 90 calendar days for Lots 02–09.	

2. List of Related Services and Completion Schedule

SERVICE NO.	DESCRIPTION OF RELATED SERVICE	QUANTITY	PHYSICAL UNIT	PLACE OF PERFORMANCE	FINAL COMPLETION
1	Deliver to the listed facility and unload	As applicable	Lot	Designated facility	With delivery
2	Provide delivery and batch/serial records	As applicable	Lot	Designated facility	With delivery
3	Installation and site setup for equipment requiring installation	As applicable	Equipment	Designated facility	Before testing and commissioning
4	Testing, calibration/verification where applicable, commissioning and site acceptance testing	As applicable	Equipment	Designated facility	Before acceptance
5	User/operator training and basic care/maintenance orientation	As applicable	Training session	Designated facility	Before final acceptance
6	Submission of manuals, warranty certificates, preventive-maintenance schedule, service contacts and commissioning records	As applicable	Set	Designated facility	At commissioning/final acceptance

3. Minimum Technical Specifications and Technical Compliance Schedule

3.1 Submit a separate compliance response against every item in each lot offered. State the offered make, model or catalogue reference, country of origin, actual specification, deviations and evidence page. Read references to a brand, model, proprietary feature or standard with "or equivalent". Features expressly stated as preferred are optional. Where approximate dimensions are stated, demonstrate fit at the final destination.

i) All minimum specifications are mandatory Pass/Fail requirements. A tender that fails any applicable minimum specification shall be non-responsive regardless of its technical score.

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
LOT 01 Cancer Centre Cytotoxic Preparation Equipment and Controlled Ventilation System					
1.1	Cytotoxic Preparation Cabinet	Lot 01	Each	1	Class II Type B2 total-exhaust biosafety cabinet or suitable Class III containment isolator; HEPA filtration; 100% exhaust to outside; airflow monitoring; audible and visual alarms; stainless-steel work surface; sliding safety glass; 240V, 50Hz.
1.2	Hvac Design, Pressure-Controlled Ventilation, Hepa Testing And Validation	Lot 01	Job	1	Engineering design; negative-pressure ventilation; dedicated exhaust; HEPA filtration as required; airflow balancing; differential pressure testing; filter integrity testing; temperature and humidity validation; commissioning reports.
1.3	Ventilation, Ducting And Hvac Installation	Lot 01	Job	1	Insulated ductwork; dedicated exhaust fan; air supply and extraction systems; HEPA filter housing where specified; pressure-control dampers; sealed duct joints; installation and commissioning.
1.4	Ante-Room / Gowning Area	Lot 01	Job	1	Dedicated personnel entry area; separate clean and dirty zones; handwashing sink; gowning benches; PPE storage racks; washable walls and floors; controlled airflow and access.
1.5	Pass-Through Hatch	Lot 01	Each	1	Stainless-steel construction; double interlocking doors; airtight seals; smooth, easy-to-clean surfaces; viewing window; suitable for transferring pharmaceutical materials.
1.6	Differential Pressure Monitor	Lot 01	Each	2	Digital differential pressure gauge; suitable measurement range; continuous pressure display; audible and visual alarms; adjustable alarm limits; calibration capability.
1.7	Stainless-Steel Worktable	Lot 01	Each	1	Grade 304 stainless steel; corrosion-resistant; smooth working surface; rounded edges; strong support frame; easy-to-clean design; approximately 1200 × 600 × 850 mm.
1.8	Pharmaceutical Refrigerator	Lot 01	Each	1	Capacity approximately 300–500 litres; temperature range +2°C to +8°C; digital temperature display; automatic temperature control; high/low temperature alarms; lockable door; adjustable shelves.
1.9	Temperature Data Logger	Lot 01	Each	1	Digital temperature monitoring; external temperature probe; programmable recording intervals; USB or wireless data transfer; temperature excursion alarms; downloadable records; calibration certificate.
1.10	Preparation Trolley	Lot 01	Each	2	Medical-grade stainless steel; 2–3 shelves; lockable castors; raised protective edges; smooth surfaces; easy-to-clean construction.
1.11	Precision Balance	Lot 01	Each	1	Electronic analytical balance; weighing capacity 200–500 g; readability 0.001 g or better; digital display; tare function; overload protection; calibration facility.
1.12	Computer And Laser Printer	Lot 01	Each	1	Desktop computer; Intel Core i5 or equivalent; minimum 8 GB RAM; 512 GB SSD; 22-inch monitor; keyboard and mouse; monochrome laser printer; USB and network connectivity.
1.13	Label Printer	Lot 01	Each	1	Thermal transfer or direct thermal printing; barcode printing; adjustable label sizes; USB/Ethernet connectivity; compatible with pharmaceutical labelling software.
1.14	Backup Power / Ups	Lot 01	Each	1	Online double-conversion UPS; 3–5 kVA capacity; automatic voltage regulation; battery backup; overload and surge protection; audible alarms; suitable for critical equipment

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
1.15	Eye Wash Station	Lot 01	Each	1	Wall-mounted or pedestal-mounted design. Dual eyewash spray nozzles. Hands-free activation mechanism. Continuous gentle water flow. Protective nozzle covers. Corrosion-resistant construction. Clearly marked emergency signage. Easy access within the hazardous-drug handling area. Capable of delivering flushing water for at least 15 minutes.
1.16	Chemical-Resistant Secure Storage Cabinet	Lot 01	Each	2	chemical-resistant high-density polyethylene (HDPE) or polypropylene (PP). Heavy-duty, durable and corrosion-resistant. Double-door design with secure key-operated locking system. Minimum 3 adjustable, chemical-resistant shelves. Non-porous, smooth and easy-to-clean finish. Resistant to common cleaning agents, disinfectants and chemical splashes. Appropriate ventilation where required by the stored materials. Lockable doors to prevent unauthorized access. Adequate space for PPE, gloves, gowns, masks and medical supplies. White, grey or other suitable industrial finish.
LOT 02 Cancer Centre Chemotherapy Administration Equipment, Clinical Furniture and Supplies					
2.1	Volumetric Infusion Pump	Lot 02	Each	27	Volumetric infusion pumps with adjustable flow rates, programmable settings, occlusion and air-in-line alarms.
2.2	Syringe Infusion Pumps	Lot 02	Each	12	Programmable rate, occlusion alarm, battery backup; for medicines requiring controlled low-volume delivery
2.3	CLOSED-SYSTEM DRUG-TRANSFER DEVICES (Cstds)	Lot 02	Each	100	Needle-free, closed drug-transfer system; compatible with chemotherapy vials, syringes and IV bags; prevents escape of hazardous drug vapour, aerosols and liquids; secure locking connections; sterile, single-use components.
2.4	Luer-Lock Syringes	Lot 02	Assortment of 300 pieces	2	Sterile, disposable, medical-grade polypropylene; secure threaded Luer-lock tip; clear graduated barrel; leak-resistant plunger; sizes 1 ml, 3 ml, 5 ml, 10 ml, 20 ml and 50/60 ml.
2.5	Sterile Needles And Blunt-Fill Needles	Lot 02	Each	100	Sterile, single-use stainless-steel needles; different gauges and lengths; blunt-fill needles for drug withdrawal; secure Luer-lock connection; individually packaged.
2.6	Transfer Spikes And Adaptors	Lot 02	Each	100	Sterile, single-use; medical-grade plastic; secure leak-proof connections; protective caps; compatible with IV bags, syringes and the selected CSTD system.
2.7	Sterile Iv Bags	Lot 02	Each	100	Sterile, non-pyrogenic, medical-grade PVC or non-PVC material; capacities 50 ml, 100 ml, 250 ml and 500 ml; leak-proof injection and administration ports; compatible with prescribed medicines.
2.8	Sterile Preparation Trays	Lot 02	Each	30	Sterile, disposable polypropylene or medical-grade plastic; fluid-resistant; smooth surfaces; raised edges; suitable for aseptic preparation and containment of minor spills.
2.9	Cytotoxic-Compatible Disinfectant	Lot 02	5 L can	20	Validated cleaning and decontamination products suitable for hazardous-drug surfaces; compatible with stainless steel and cabinet surfaces; documented contact time; manufacturer-approved use instructions.
2.10	Absorbent Underpads	Lot 02	Each	50	Disposable, waterproof-backed absorbent pads; lint-free, non-shedding surface; fluid-resistant backing; suitable for cytotoxic preparation; single-use.
2.11	Preparation Labels	Lot 02	roll	3	Self-adhesive, chemical-resistant labels; suitable for refrigerated storage; barcode-compatible; space for patient identification, medicine name, concentration, dose, preparation date, expiry, storage conditions and cytotoxic hazard warnings.
2.12	Luer-Lock Syringes	Lot 02	PACK OF 100	5	Assorted sizes
2.13	Chemotherapy Infusion Recliner Chairs	Lot 02	Each	6	Motorized reclining mechanism. Adjustable backrest and leg rest. Trendelenburg positioning. Adjustable armrests. Stable base with lockable castors. Medical-grade, easy-to-clean upholstery. Handheld remote control. Height-adjustable chair.
2.14	Multiparameter Monitor	Lot 02	Each	1	ECG, SpO_2, NIBP and pulse rate; alarms; appropriate for acute reactions and higher-risk patients
2.15	Digital Bp Machine	Lot 02	Each	2	Adult cuffs, including large cuff; validated device

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
2.16	Pulse Oximeter	Lot 02	Each	5	Non-invasive oxygen saturation measurement. SpO_2 display. Pulse rate display. LED or OLED screen. Low battery indicator. Automatic power-off. Battery-operated. Suitable for adult patients.
2.17	Digital Thermometers	Lot 02	Each	3	Digital temperature display. Measurement range approximately 32–42.9°C.Accuracy approximately ±0.1°C.Audible completion alarm. Memory function. Replaceable battery. Easy-to-clean waterproof tip.
2.18	Examination Couch	Lot 02	Each	1	Strong steel frame. Padded examination surface. High-quality washable upholstery. Adjustable backrest. Stable non-slip legs. Weight capacity of at least 150 kg. Easy-to-clean surface.
2.19	Clinical/Medicine Trolley	Lot 02	Each	2	Clinical medicine trolley with a smooth, corrosion-resistant, cleanable work surface, two shelves with raised edges and swivel castors with at least two brakes. State dimensions, material and load capacity.
2.20	Patient Screen	Lot 02	Each	2	Three-fold or four-fold design. Durable metal frame. Washable privacy curtains. Smooth, rust-resistant finish. Lockable castor wheels. Lightweight and portable. Easy-to-clean construction.
2.21	Waiting Chairs	Lot 02	Each	4	Three-seater or four-seater design. Heavy-duty steel frame. Comfortable padded or moulded seats. Durable armrests. Anti-corrosion finish. Non-slip feet. Easy-to-clean surfaces. Minimum 120 kg load capacity per seat.
2.22	Cytotoxic Spill Kits	Lot 02	Each	2	Dedicated chemotherapy spill response kit. Chemical-resistant disposable gloves. Impermeable disposable gown. Protective goggles and face mask or respirator. Absorbent pads and spill materials. Disposable scoop and scraper. Cytotoxic waste bags and labels. Cleaning and decontamination materials. Clear instructions for spill management.
2.23	Extravasation Kit	Lot 02	Each	2	Sterile syringes and needles. Sterile gauze and dressings. Appropriate cannula removal supplies. Cold and warm compress packs. Skin markers for marking affected areas. Measuring tape. Instructions for extravasation management. Documentation forms. Space for drug-specific antidotes, where indicated.
2.24	Crash Trolley	Lot 02	Each	1	Heavy-duty stainless-steel or ABS construction. Minimum five drawers for emergency supplies. Central locking system. Four swivel castor wheels, two with brakes. Defibrillator mounting shelf. Oxygen cylinder holder. IV pole and accessory holders. CPR board. Organised storage compartments. Easy-to-clean surfaces.
2.25	Defibrillator	Lot 02	Each	1	Automated external defibrillator (AED) or manual defibrillator. Biphasic defibrillation technology. Adult and paediatric capability. Clear visual and voice instructions. ECG rhythm analysis. Rechargeable battery or reliable battery supply. Audible and visual alerts. Disposable defibrillation pads. Self-test and battery status indicators. Portable carrying case.
2.26	Suction Machine	Lot 02	Each	1	Electric-powered suction system. Adjustable negative pressure. Vacuum pressure range approximately 0–80 kPa. Flow rate approximately 15–30 L/min or higher. Transparent collection bottle. Overflow protection. Bacterial filter. Suction tubing and catheters. Pressure gauge. Rechargeable battery preferred for portable models.
2.27	Emergency Airway Equipment	Lot 02	SET	2	Adult and paediatric bag-valve-mask resuscitators. Different sizes of oropharyngeal airways. Nasopharyngeal airways in appropriate sizes. Laryngoscope with interchangeable blades. Endotracheal tubes in assorted sizes. Stylet and airway introducer. Face masks in different sizes. Suction catheters. Oxygen connection tubing. Portable airway storage case.

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
2.28	Cytotoxic Waste Bin	Lot 02	Each	4	Strong, leak-proof construction. Clearly labelled CYTOTOXIC WASTE.Secure-fitting lid. Foot-operated opening mechanism. Smooth, non-absorbent interior. Easy-to-clean external surface. Suitable for hazardous pharmaceutical waste. Compatible with designated cytotoxic waste liners.
2.29	Sharps Containers	Lot 02	Each	20	Puncture-resistant plastic construction. Leak-proof design. Clearly labelled BIOHAZARD or SHARPS.Secure lid with temporary and permanent closure. Needle-removal opening. Disposable single-use container. In 2 L, 5 L and larger capacities. Suitable for contaminated needles, syringes and sharps.
2.30	Chemotherapy-Tested Nitrile Gloves	Lot 02	Box of 100 gloves	5	Powder-free, single-use nitrile gloves with extended cuffs. Provide ASTM D6978 permeation-test documentation. Size - large
2.31	Disposable Chemotherapy Gowns	Lot 02	Each	120	Low-lint, single-use gown with a closed front, long sleeves, tight cuffs and secure back closure. Provide manufacturer evidence of resistance to chemotherapy drug permeation. Confirm size mix.
2.32	Protective Splash Goggles	Lot 02	Each	20	Clear splash goggles with indirect ventilation, adjustable strap and manufacturer instructions for cleaning and disinfection.
2.33	Face Shields	Lot 02	Each	20	Clear full-face splash shield with forehead-to-chin and side coverage, secure headband and manufacturer instructions for cleaning and disinfection if reusable.
2.34	Particulate Respirators	Lot 02	Each	50	NIOSH-approved N95 or equivalent particulate respirator where indicated. Quote the model and sizes approved for staff fit testing. Confirm separate respiratory protection needs for spill response.
2.35	Disposable Non-Slip Shoe Covers	Lot 02	Pack of 100 (50 pairs)	5	Single-use, low-lint, fluid-resistant covers with elasticated openings and slip-resistant soles.
2.36	Disposable Head Covers	Lot 02	Each	120	Single-use, low-lint head covers with elasticated edges, sized to contain the wearer’s hair.
2.37	Disposable Protective Aprons	Lot 02	Each	50	Single-use, fluid-impermeable apron with chest-to-knee coverage and secure waist ties. Order for tasks approved by the Cancer Centre.
2.38	Cytotoxic Waste Bags	Lot 02	Each	100	Heavy-duty, leak-resistant liners with secure closures and clear cytotoxic waste labelling. Confirm dimensions and colour against the installed bins and waste segregation plan.
2.39	Liquid Hand Soap	Lot 02	500 mL bottle	13	Mild liquid hand soap in a sealed 500 mL pump bottle, suitable for routine clinical handwashing.
2.40	IV Cannulas, Assorted Sizes	Lot 02	Pack of 100	9600	Sterile, single-use IV cannula. Medical-grade polyurethane or FEP catheter. Stainless-steel introducer needle. Colour-coded sizes: 14G, 16G, 18G, 20G, 22G and 24G.Injection port and protective cap. Sterile individual packaging. Latex-free preferred.
2.41	IV Giving Sets Compatible With Pumps	Lot 02	Pack of 12 pieces	100	Sterile, disposable infusion set. Compatible with the specified volumetric infusion pump. Calibrated drip chamber. Flexible, transparent medical-grade tubing. Roller flow regulator. Secure Luer-lock connectors. Air vent where required. Anti-free-flow protection where compatible with the pump. Individually packed.
2.42	Extension Lines And Needle-Free Connectors	Lot 02	Pack of 12 pieces	100	Sterile, single-use medical-grade tubing. Luer-lock connections. Leak-proof connections. Needle-free injection port. Compatible with IV infusion systems. Suitable pressure rating for intended use. Low dead-space volume. Drug-compatible materials.
2.43	Alcohol-Based Skin Antiseptic	Lot 02	500 mL can	50	70% alcohol-based preparation or approved chlorhexidine-alcohol formulation. Suitable for skin antisepsis before IV cannulation. Fast-drying formulation. Individually packaged applicators or bottles. Clearly labelled concentration and expiry date. Appropriate for healthcare use.

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
2.44	Sterile Gauze And Swabs	Lot 02	PACK OF 100	20	Sterile cotton or non-woven gauze.10 × 10 cm size preferred. Highly absorbent. Soft and lint-free. Individually or appropriately grouped sterile packaging. Clearly marked expiry date. Suitable for wound cleaning and dressing.
2.45	Transparent Dressings And Securement Devices	Lot 02	Each	100	Sterile, transparent polyurethane film. Waterproof and breathable. Allows visual inspection of the cannulation site. Hypoallergenic adhesive. Flexible and comfortable. Suitable for securing peripheral IV cannulas. Securement device should reduce accidental catheter movement. Individually packed.
LOT 03 Gynaecology Equipment for Hysteroscopy and LEEP/LLETZ					
3.1	Hysteroscopy Set	Lot 03	Each	1	Rigid hysteroscope with 2.9 mm or 4 mm telescope.30-degree viewing angle for clear visualisation. Diagnostic and operative hysteroscopy sheaths. Continuous-flow irrigation system with inflow and outflow channels.compatible working element and operative instruments. Biopsy forceps for endometrial tissue sampling. Grasping forceps and scissors for operative procedures. Light cable compatible with LED or xenon light source. Camera head compatible with medical endoscopy camera system. Sterilisable surgical instruments made of medical-grade stainless steel. Compatible with appropriate high-level disinfection and sterilisation methods. Complete set supplied in a protective sterilisation tray.
3.2	LEEP/LLETZ Machine	Lot 03	Each	1	Microprocessor-controlled electrosurgical generator. Operating frequency approximately 360–460 kHz. Operating voltage: 220–240 V AC, 50 Hz. Cutting modes: Pure cut and blended cut. Coagulation modes: Spray and forced coagulation. Adjustable cutting power, with suitable LEEP settings of approximately 30–50 W.Adjustable coagulation power, with suitable settings of approximately 30–50 W.Digital display for power settings and operating mode. Monopolar electrosurgical handpiece with finger or foot activation. Footswitch for hands-free operation. Patient return electrode with contact-quality monitoring and alarm. Interchangeable wire loop electrodes of different sizes and shapes. Ball electrode for coagulation.
3.3	Hysteroscopy Camera System And Screen/Monitor	Lot 03	Each	1	Camera system: High-definition (HD) digital endoscopy camera. Minimum Full HD 1920 × 1080 pixels resolution; 4K preferred. Camera head: Lightweight, sterilizable or autoclavable where applicable. Camera control unit (CCU): Digital video processor with image enhancement. Medical-grade LED/LCD display, 24–32 inches. Full HD or higher. High colour reproduction, brightness and contrast adjustment. Automatic and manual adjustment. Connectivity: HDMI, DVI and/or SDI video outputs. Recording: Still-image and video recording with USB storage.light source: Compatible LED cold-light source for endoscopic illumination. Light cable: Fibre-optic cable compatible with the hysteroscope. Compatibility: Suitable for rigid diagnostic and operative hysteroscopes.power supply: 220–240 V AC, 50 Hz or universal 100–240 V AC. Accessories: Camera adaptor, connecting cables, monitor stand and protective covers.

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
3.4	Hd Hysteroscopy Endoscopy Camera Head	Lot 03	Each	1	ype: High-definition digital endoscopy camera head. Image quality: Full HD, 1920 × 1080 pixels or higher. Imaging technology: Advanced CCD or CMOS image sensor. Design: Lightweight, ergonomic handheld design. Focus: Integrated optical focusing and zoom capability. Controls: Programmable buttons for image capture, zoom and image enhancement. Connectivity: Compatible connector and coupler for the camera control unit. Sterilisation: Autoclavable or compatible with approved low-temperature sterilisation methods. Cable: Flexible, durable medical-grade connecting cable. Compatibility: Suitable for rigid hysteroscopes and compatible endoscopic camera systems. Colour reproduction: High-resolution imaging with accurate tissue colour reproduction. Accessories: Camera coupler, protective cover and connecting cable where required.
3.5	Medical Endoscopy Cold Light Source	Lot 03	Each	1	Type: Medical-grade LED or Xenon endoscopy cold light source. LED output: Approximately 80–175 W or equivalent high-intensity illumination. Xenon option: 100–300 W.Colour temperature: Approximately 5,500–6,500 K.Brightness: Adjustable light intensity with manual and automatic control. Light delivery: Compatible fibre-optic light cable. Output: Single light outlet. Display: Digital display for brightness and operating status. Safety: Overheating protection and cooling system. Compatibility: Suitable for rigid diagnostic and operative hysteroscopes. Power supply: 100–240 V AC, 50/60 Hz. Accessories: Fibre-optic light cable, power cable and compatible adapters.
3.6	Hysteroscopy Irrigation System And Tubing	Lot 03	Each	2	Electronic hysteroscopy irrigation and fluid management pump. Pump mechanism: Peristaltic roller pump. Pressure range: Adjustable from 10–200 mmHg. Flow rate: Approximately 100–500 ml/min. Digital display for pressure and flow-rate monitoring. Adjustable irrigation pressure and flow.continuous monitoring of fluid input and output.fluid deficit monitoring with visual and audible alarms. Automatic safety shut-off or pressure regulation.foot pedal control where applicable. Compatible with diagnostic and operative hysteroscopes. Reusable autoclavable silicone irrigation tubing. Sterile disposable PVC irrigation tubing sets. Suction/outflow tubing and collection containers where required. Power supply: 220–240 V AC, 50 Hz. Accessories: Irrigation tubing, connectors, fluid bag spikes and power cable.
LOT 04 Newborn Unit Equipment					
4.1	CPAP MACHINE	Lot 04	Each	10	Uses a built-in venturi blender driven solely by an oxygen source, making it ideal for low-resource or remote clinical settings. Delivers adjustable oxygen concentrations (30% to 100%) or room air (21%), preventing oxygen toxicity risks like infant blindness. Include a reusable filter, bubble humidifier, pressure generator, and silicone nasal prongs. PRESSURE RANGE OF 4 to 10 cm H_2O (adjustable). FLOW RATE OF 5-10LPM
4.2	PHOTOTHERAPY DEVICES	Lot 04	Each	10	Adjustable tilt mechanism for uniform illumination across the treatment area. High-intensity blue LEDs specifically designed for neonatal phototherapy. High and low intensity settings for appropriate treatment control. Therapy timer and LCD display for monitoring treatment duration. Long-life LEDs, reducing the need for frequent bulb replacement. Energy efficient, with significantly lower power consumption than conventional CFL-based phototherapy systems. Adjustable height and tilting head, allowing positioning over different bassinets and neonatal equipment. Compatible with infant warmers, incubators and bassinets. Designed to tolerate severe power fluctuations without affecting performance.

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
4.3	HANDHELD PULSE OXIMETER (NEONATE)	Lot 04	Each	20	Measurements SpO_2 and Pulse Rate (PR). SpO_2 Range 35%–100%.SpO_2 Accuracy ±3% for 70%–100%.Pulse Rate Range Approximately 30–250 bpm. Pulse Rate Accuracy ±2 bpm or ±2%, whichever is greater. Perfusion Index (PI) 0.2%–20%.Display Colour dot-matrix LCD.Monitoring Spot-check and continuous monitoring. Data Storage Up to 384 hours / 16 days. Data Recording Interval 1 / 2 / 4 / 8 seconds. Power Rechargeable battery. Sensor External SpO_2 finger/infant sensor options. Dimensions Approximately 5.7 × 2.9 × 1.1 inches. Weight Approximately 7 oz (including batteries). Accessories SpO_2sensor ,charging cable/adapter.
4.4	Baby Incubator	Lot 04	Each	3	Air temperature mode and baby skin temperature servo-control mode. Sensor accuracy within ±0.3°C.temperature fluctuation around ±0.5°C to ±1.0°C. Sensor accuracy within ±0.3°C; temperature fluctuation around ±0.5°C to ±1.0°C.Triple over-temperature protection with independent cut-off devices; 20+ audible and visual failure alarms (power failure, fan failure, sensor errors). Transparent double-walled acrylic hood, 4 operating access windows, 2 iris ports, and infinitely adjustable/tiltable infant mattress bassinet.
LOT 05 Hospital Beds, Maternity Delivery Beds and Bedside Lockers					
5.1	Hospital Bed With Mattress	Lot 05	Each	150	2-crank manual hospital bed with high-density waterproof mattress, ABS head/foot boards, fold-down side rails, castors with central brake.
5.2	Patient Bedside Lockers	Lot 05	Each	150	stainless steel bedside cabinet, top drawer, lower cupboard, towel rail, with raised base
5.3	Delivery Bed (Manual)	Lot 05	Each	15	3-section manual obstetric labor & delivery bed, stainless steel frame, removable leg section, padded lithotomy crutches, stainless steel fluid basin.
5.4	Delivery Bed (Hydraulic)	Lot 05	Each	15	Hydraulic multi-purpose labor and delivery bed, foot pedal hydraulic height adjustment, gas-spring backrest, Trendelenburg/Reverse Trendelenburg, leg crutches, basin.
5.5	Hospital Bed With Mattress	Lot 05	Each	420	2-crank manual hospital bed with high-density waterproof mattress, ABS head/foot boards, fold-down side rails, castors with central brake.
5.6	Patient Bedside Lockers	Lot 05	Each	420	stainless steel bedside cabinet, top drawer, lower cupboard, towel rail, with raised base
5.7	Delivery Bed (Manual)	Lot 05	Each	11	3-section manual obstetric labor & delivery bed, stainless steel frame, removable leg section, padded lithotomy crutches, stainless steel fluid basin.
5.8	Delivery Bed (Hydraulic)	Lot 05	Each	5	Hydraulic multi-purpose labor and delivery bed, foot pedal hydraulic height adjustment, gas-spring backrest, Trendelenburg/Reverse Trendelenburg, leg crutches, basin.
LOT 06 Medical Oxygen Equipment and Accessories					
6.1	Oxygen Concentrators	Lot 06	Each	18	10 Liter/min dual-flow medical oxygen concentrator, oxygen purity 93% ± 3%, low oxygen purity alarm, continuous duty cycle, heavy castor wheels.
6.2	Oxygen Gauges And Flow Meters	Lot 06	Each	50	Flow range 0–15 L/min. Body Chrome-plated brass. Flow tube Transparent polycarbonate. Display Graduated L/min scale. Adjustment Precision control knob. Inlet pressure 4.5 ± 0.5 bar. Humidifier Reusable 200 ml bottle.
LOT 07 Laboratory Equipment and Biosafety Cabinets					
7.1	Binocular biological microscope	Lot 07	Each	30	LED illumination, quadruple inward nosepiece, Plan 4X, 10X, 40X, 100X (Oil) objectives, FN 20 eyepieces.
7.2	Class II Type A2 biosafety cabinet, 4 ft	Lot 07	Each	6	Cabinet type Class II Type A2.Size 4 feet. External dimensions 1360 × 820 × 2200 mm. Internal dimensions 1167 × 610 × 680 mm. Work surface 304 stainless steel. Main filter ULPA U15, 99.9995%.Exhaust filter HEPA H14, 99.995%.Air circulation 70% recirculation, 30% exhaust. Downflow velocity 0.30 m/s. Inflow velocity 0.53 m/s. Control Digital display. Safety Audible and visual alarms. Power supply 220–240V, 50/60Hz

S/No	Item Description	Category	Unit Of Issue	Total Qty	Minimum Technical Specification / Scope
7.3	Class II Type A2 biosafety cabinet, 3 ft	Lot 07	Each	19	Cabinet type Class II Type A2.Width 3 feet. External dimensions 1087 × 775 × 2265 mm. Internal dimensions 910 × 600 × 660 mm. Work surface 304 stainless steel. Filters 2 HEPA filters. Filtration efficiency 99.995% at 0.3 µm. Airflow 70% recirculation, 30% exhaust. Display LCD digital display. Lighting LED and UV lamps. Power supply 230V, 50Hz. Safety Airflow alarms and window interlock
LOT 08 Steam Sterilisation Equipment					
8.1	Steam Pressure Autoclave 100 Liters	Lot 08	Each	4	100L Vertical. Chamber Stainless steel SS304.Sterilization temperature 121°C–134°C.Working pressure 0.12–0.22 MPa. Heating Electric. Power rating. Approximately 4 kW.Control Automatic microprocessor. Display Digital LED.Timer 0–99 minutes. Pressure gauge Digital / analogue. Safety valve. Automatic pressure release. Safety features Low-water protection, door safety interlock. Accessories Stainless steel baskets and sterilization drum
8.2	Steam Pressure Autoclave 23 Liters	Lot 08	Each	60	Benchtop Class B vacuum steam sterilizer / autoclave, 23 Liters capacity, pre-set sterilization cycles (121°C / 134°C), printer/data logger, safety valve.
8.3	Steam Pressure Autoclave 70 Liters	Lot 08	Each	10	70L Vertical. Chamber material Stainless steel SS304.Sterilization temperature 121°C–134°C.Working pressure 0.12–0.22 MPa. Control system Digital / microprocessor. Timer Adjustable digital timer. Pressure gauge Double-scale pressure gauge. Heating Electric. Safety valve Automatic pressure release. Protection Low-water and overheat protection. Door locking Safety locking mechanism Accessories Stainless steel sterilization baskets
LOT 09 Commercial Hospital Laundry Equipment					
9.1	Commercial Washer 30kg	Lot 09	Each	1	Heavy-duty industrial barrier washer-extractor,30kg dry linen capacity, stainless steel drum, programmable microprocessor control, high spin G-force.
9.2	Commercial Dryer 30kg	Lot 09	Each	1	Commercial tumble dryer,30kg load capacity, steam/electric heated, reversing drum action, lint screen filter, temperature control.
9.3	Commercial Washer 30kg	Lot 09	Each	1	Heavy-duty industrial barrier washer-extractor,30kg dry linen capacity, stainless steel drum, programmable microprocessor control, high spin G-force.
9.4	Commercial Dryer 30kg	Lot 09	Each	1	Commercial tumble dryer,30kg load capacity, steam/electric heated, reversing drum action, lint screen filter, temperature control.
9.5	Commercial Washer 50kg	Lot 09	Each	1	Heavy-duty industrial barrier washer-extractor, 50kg dry linen capacity, stainless steel drum, programmable microprocessor control, high spin G-force. Door interlock and emergency stop. Automatic wshing and extraction. 380-415v 3-phase
9.6	Commercial Dryer 50kg	Lot 09	Each	1	Commercial tumble dryer, 50kg load capacity, steam/electric heated, reversing drum action, lint screen filter, temperature control.

4. Delivery, Inspection, Testing, Commissioning, Training and Acceptance Requirements

i) All items shall be new, unused and of current production unless the tender expressly provides otherwise.

ii) Inspection shall verify quantity, make/model, serial numbers, physical condition, accessories and compliance with the accepted technical offer.

iii) Equipment requiring installation shall be accepted after installation, site testing, commissioning and applicable training at the designated destination.

iv) For measuring/diagnostic equipment, calibration/verification records shall be provided where applicable. For major equipment, Test/quality certificates and site acceptance-test results shall be provided.

v) Provide manuals, warranty documents, applicable licences and conformity evidence, service contacts and preventive-maintenance schedules. Deliver consumables sealed and labelled with batch and expiry dates where applicable.
vi) Training shall be documented by attendance sheets and a signed training/commissioning report.
vii) Warranty response-time and uptime commitments shall apply in accordance with the Special Conditions of Contract, with remedies for repeated failure as stated therein.

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o) **"Letter of Acceptance"** means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
p) **"Procuring Entity"** means the Entity named in the Special Conditions of Contract.

2. Interpretation

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

2.2. Incoterms

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

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

3. Contract Documents

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

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

4. Fraud and Corruption

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

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

4.1 Entire Agreement

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

4.2 Amendment

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

4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting oftime by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be inwriting,

c) dated, and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

4.4 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

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

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

8. Notices

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

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

9. Governing Law

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

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

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under

c) Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10.Settlement of Disputes

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

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

10.2Arbitration proceedings shall be conducted as follows:

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

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

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

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

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

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

10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be

responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

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

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

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

10.3 Alternative Arbitration Proceedings

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

10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rulesof 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 Rulesof Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

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

10.5 Alternative Arbitration Proceedings

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

10.6 Failure to Comply with Arbitrator's Decision

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

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

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

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

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

12. Scope of Supply

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

13. Delivery and Documents

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

14. Supplier's Responsibilities

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

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed underthe Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

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

16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and anyother relevant documents as specified in the SCC to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuringEntity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC,or the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplierin Kenya, the Supplier shall inform the Procuring Entity, and the Procuring Entity shall use its bestefforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contractin the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity;and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Suppliernot later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier,or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party,including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completionor termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub- Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shallnot apply to information that:
a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall de disclosed in the SCC;
b) now or hereafter enters the public domain through no fault of that party.
c) can be proven to have been possessed by that party at the time of disclosure andwhich was not previously obtained, directly or indirectly, from the other party; or
d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason,of the Contract.

21.Subcontracting

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

22.Specifications and Standards
22.1Technical Specifications and Drawings
a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed byor on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shallbe those specified in the Schedule of Requirements. During Contract execution, any changesin any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause33.

23.Packing and Documents
23.1The Supplier shall provide such packing of the Goods as is required to prevent their
damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling andexposure to extreme temperatures, salt and precipitation, and open storage. Packing case

size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by theProcuring Entity.

24. Insurance

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

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shallbe in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additionalservices, if any, specified in SCC:
a) performance or supervision of on-site assembly and/or start-up of the supplied Goods.
b) furnishing of tools required for assembly and/or maintenance of the supplied Goods.
c) furnishing of a detailed operations and maintenance manual for each appropriateunit of the supplied Goods.
d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplierof any warranty obligations under this Contract; and
e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price forthe Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out allsuch tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor,at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specifiedin the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and productiondata, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a

reasonableadvance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not requiredby the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, providedthat the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligationsunder the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such testand/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods orany part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warrantiesor other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, andworkmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months afterthe Goods, or any portion thereof as the case may be, have been delivered to and accepted

at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiouslyrepair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

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

29. Patent Indemnity

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

a) the installation of the Goods by the Supplier or the use of the Goods in thecountry where the Site is located; and

b) the sale in any country of the products produced by the Goods.

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

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

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

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

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or

alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materialsprovided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

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

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender

31.2 submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change ininterpretation or application by the competent authorities) that subsequently affects the Delivery

31.3 Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affectedin the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

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

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

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

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause8, to make changes within the general scope of the Contract in any one or more of the following:
a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity.
b) the method of shipment or packing.
c) the place of delivery; and
d) the Related Services to be provided by the Supplier.
33.2 If any such change causes an increase or decrease in the cost of, or the time required for,the Supplier's performance of any provisions under the Contract, an equitable adjustment shall bemade in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

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

33.4 **Value Engineering**: The Supplier may prepare, at its own cost, a value engineering proposalat any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following.
a) the proposed change(s), and a description of the difference to the existing contract requirements.
b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
c) a description of any effect(s) of the change on performance/functionality.
The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
d) accelerates the delivery period; or
e) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
f) improves the quality, efficiency or sustainability of the Goods; or
g) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.5 If the value engineering proposal is approved by the Procuring Entity and results in:
a) a reduction of the Contract Price; the amount to be paid to the Supplier shall bethe percentage specified in the SCC of the reduction in the Contract Price; or
b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase inthe Contract Price.

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should

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

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

35. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i) if the Supplier fails to deliver any or all of the Goods within the period specifiedin the Contract, or within any extension thereof granted by the Procuring Entitypursuant to GCC Clause 34;

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

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

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costsfor such similar Goods or Related Services. However, the Supplier shall continue performanceof the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be withoutcompensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

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

ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procuredby the Supplier.

36. Assignment

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

37.Export Restriction

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

Number ofGC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions ofContract**
GCC 1.1(h)	The Procuring Entity is **County Government of Kirinyaga**
GCC 4.2 (a)	The supplier shall deliver, unload and insure the goods to the final destinations in Kirinyaga County in Section V. Applicable import clearance is the supplier's responsibility.
GCC 4.2 (b)	Where expressly cited, use Incoterms® 2020. The delivery obligations stated in Section V and this SCC govern local supply.
GCC 8.1	For notices, the Procuring Entity's address shall be:Attention: 1) County Government of Kirinyaga 2) Physical address 1st Floor County Headquarters Kutus,County 3) P.O Box 260 – 10304 KUTUS 4) Director Supply Chain Services
GCC 10.4.2	The place of arbitration shall be: **Nairobi, Kenya**
GCC 13.1	Provide delivery notes, item/batch or serial lists, applicable product and warranty records, and shipping/import documents where the supplier imports the goods. Provide acceptance, calibration and training records where applicable.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	Payment in Kenya shillings shall be due within 30 days of a correct invoice and issuance of the acceptance certificate. For equipment requiring related services, certify acceptance after delivery, installation, testing, commissioning, applicable training and handover documentation. Apply statutory deductions including the Capacity Building Levy where applicable.
GCC 16.5	Any interest on late payment shall be as provided by applicable law and the signed contract.
GCC 18.1	A performance security of 5% of the signed contract price for the lot shall be furnished where required by the award and contract, in accordance with the Act. See GCC 18.3.
GCC 18.3	Performance security: a demand bank guarantee or qualifying insurance guarantee in Kenya shillings in the prescribed form. Submit before signing the contract or by the earlier deadline stated in the letter of award.
GCC 18.4	Release performance security in accordance with GCC 18.4 and the applicable Act.
GCC 23.2	Pack goods to prevent damage and contamination. Mark outer packs with destination, tender reference, lot and item number. Include a packing list, quantities and batch/serial identifiers and expiry dates where applicable.
GCC 24.1	Supply and transit insurance to final delivery, unloading and required installation shall be for the supplier's account.
GCC 25.1	The supplier shall arrange delivery and unloading at the designated destinations named in Section V and include the associated costs in the contract price.
GCC 25.2	Include applicable delivery, installation, integration, testing, calibration/verification, certification, training, documentation and local warranty support as stated in Section V.
GCC 26.1	Inspections and tests shall include, as applicable: documentary/factory quality verification; physical inspection on delivery; verification of make/model/serial number/accessories; installation checks; calibration/verification; functional and safety tests; commissioning; and site acceptance testing against the accepted technical offer and manufacturer specifications.
GCC 26.2	Verify and accept at the designated facilities in Section V. Factory inspections may be arranged by the Procuring Entity where justified.

GCC 27.1	Liquidated damages: 0.5% of the value of the delayed goods and related services per completed week of delay, unless the delay is excused under the Contract.
GCC 27.1	Maximum liquidated damages: 10% of the contract price for the affected lot.
GCC 28.3	Minimum warranty for durable goods: 12 months from acceptance, or the longer offered and accepted term. Cover defects, parts and labour. For consumables verify sealed packaging, conformity and shelf life at delivery.
GCC 28.5, GCC 28.6	Warranty service requirements: the Supplier shall acknowledge a service request within four (4) working hours and provide appropriate technical support within eight (8) working hours. For major electro-medical/diagnostic equipment, on-site intervention shall be provided within twenty-four (24) hours where remote resolution is not possible. Repair or replacement shall be completed within five (5) calendar days; where this is not achieved, the Supplier shall provide a suitable temporary replacement/loan unit where practicable. The target operational uptime during warranty shall be at least 95%, excluding scheduled preventive maintenance, force majeure and faults attributable to misuse. Repeated failure of the same equipment/fault, or persistent inability to restore functionality within the stated period, may require replacement of the affected equipment at no additional cost to the Procuring Entity, without prejudice to other contractual remedies.
GCC 33.6	No value engineering savings share applies unless agreed in a written amendment in accordance with law.

SECTION VIII - CONTRACT FORMS

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

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

ii) Address:___*[insert Authorized Representative's Address]*

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

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

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

2. Date of transmission:_____[*email*] on [*date*]_____(local time) This Notification is sent by _____ (*Name and designation*)_____

3. Notification of Intention to Award

I) Employer:__*[insert the name of the Employer]*

ii) Project:____*[insert name of project]*

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

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

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

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

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

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

a) The successful tenderer

i) Name of successful Tender_

ii) Address of the successful Tender ___

iii) Contract price of the successful Tender Kenya Shilling……
___(inwords

b) Other Tenderers

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

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price(Note a)	One Reason Why NotEvaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

a) DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:_____[*insert full name of person, if applicable*]

ii) Title/position:___[*insert title/position*]

ii) Agency:_____[*insert name of Employer*]

iii) Email address:__[*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details;and address the Procurement-related Complaint as follows:

I) Attention:_____[*insert full name of person, if applicable*]

ii) Title/position:___[*insert title/position*]

iii) Agency:_____[*insert name of Employer*]

iv) Email address:__[*insert email address*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

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

e) There are four essential requirements:

i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.

ii) The complaint can only challenge the decision to award the contract.

iii) You must submit the complaint within the period stated above.

iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

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

ii) The Standstill Period lasts ten (14) Days after the date of transmission of thisNotification of Intention to Award.

iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

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

On behalf of the Employer:

Signature:

Name:

Title/position:

Telephone:

Email:

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEWBOARD

APPLICATION NO……. OF…….….20……...

BETWEEN

……...…….

APPLICANTAND

……RESPONDENT (ProcuringEntity)

Request for review of the decision of the…… (Name of the Procuring Entity of dated the…day of
…….20…….in the matter of Tender No……..…of ……..20….. for (Tender description).

REQUEST FOR REVIEW

I/We……, the above named Applicant(s), of address: Physical address P. O. Box No……. Tel. No……...Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:1.
2.

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

1.

2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on
day of ……...20…..……

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

[Date]

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

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

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

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

Authorized Signature:……

Name and Title of Signatory:……..

Name of Agency:……

Attachment: Contract Agreement:……..

FORM NO. 4 - CONTRACT AGREEMENT

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

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

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz.,

---

[insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

a) the Letter of Acceptance

b) the Letter of Tender

c) the Addenda Nos._____(if any)

d) Special Conditions of Contract

e) General Conditions of Contract

f) the Specification (including Schedule of Requirements and Technical Specifications)

g) the completed Schedules (including Price Schedules)

h) any other document listed in GCC as forming part of the Contract

iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entityto provide the Goods and Services and to remedy defects therein in conformity in all respectswith the provisions of the Contract.

2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provisionof the Goods and Services and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed inaccordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring EntitySigned:___*[insert signature]*

in the capacity of_____*[insert title or other appropriate designation]* In the presence of_____*[insert identification of official witness]* For and on behalf of the Supplier Signed: *[insert signature of authorized representative(s) of the Supplier]* in the capacity of_____*[insert title or other appropriate designation]* in thepresence of_____*[insert identification of official witness]*

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

[Guarantor letterhead]

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

Date:_____*[Insert date of issue]*

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

1. We have been informed that_____(hereinafterter called "the Contractor") has entered into Contract No._____dated__with *(name of Employer)*___(the Employer as the Beneficiary), for the execution of (hereinafter called "the Contract").

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

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) underthe Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the …. Day of ……, 2...…[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

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

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

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

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand BankGuarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action] [Guarantor letterhead or SWIFT identifier code]

Bene**fi**ciary:_____*[insert name and Address of Employer] Date*: __*[Insert date of issue]*

PERFORMANCE BOND No.:_____

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

1. By this Bond_____as Principal (hereinafter called "the Contractor")and_____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto____] as Oblige (hereinafter called "the Employer") inthe amount of_____for the payment of which sum well and truly to bemade in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of, 20_, for____in accordance with the documents, plans, specifications, and amendments thereto, which to theextent herein provided for, are by reference made part hereof and are hereinafter referredto as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) complete the Contract in accordance with its terms and conditions; or

2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determinationby the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even thoughthere should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion lessthe Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properlypaid by Employer to Contractor; or

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

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

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Suretyhas caused these presents to be sealed with his corporate seal duly attested by the signature of hislegal representative, this day_____of_____20 .

SIGNED ON_____on behalf of _____ By_____

___in the capacity of _____ In the presence of _____

SIGNED ON_____on behalf of _____

Byin the capacity of _____

In the presence of _____

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

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

Date:_____*[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*
Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that_____(hereinafter called "the Contractor") has enteredinto Contract No._____*dated*_____with the Beneficiary, for the execution of____(hereinafter called "the Contract").

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

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

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

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

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

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

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

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

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

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

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted and includes those persons who exercise ultimate effective control over a legal person (Tenderer) orarrangement.

Tender Reference No.:_____[insert identificationno] Name of the Tender

Title/Description:____[insert name of theassignment] to:____[insert complete name of Procuring Entity]

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

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights, a person holdsin the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares	Directly…… % of votingrights	1. Having the right toappoint a majorityof the board of the	**1.** Exercises significant influence or control over
	National identity card number or Passport number					

	Personal Identification Number (where applicable)		Indirectly------ % of shares	Indirectly------ % of voting rights	directors or anequivalent governing body ofthe Tenderer: Yes -----No---- 2. Is this right held directly orindirectly? Direct…… …… Indirect……	the Company body of the Company (tenderer) Yes ------ No-- 2. Is this influence or control exercised directly or indirectly? Direct……
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holdsin the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
						Indirect……
2.	Full Name		Directly------ % of shares Indirectly------ % of shares	Directly…… ……% of voting rights Indirectly---------- % of voting rights	1. Having the right toappoint a majorityof the board of the directors or anequivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly orindirectly: Direct…… …… Indirect……	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes No-- 2. Is this influence or control exercised directly or indirectly? Direct……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					

	Occupation or profession				……..	….. Indirect……
3. e.t .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes *Nationalidentity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email addressand Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a naturalperson who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly.

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly.

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:.....*[insert complete name of the Tenderer]_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert completename of person duly authorized to sign the Tender]

Designation of the person signing the Tender.....[insert complete title of the person signing

the Tender] Signature of the person named above: ..... [insert signature of person whose name andcapacity are shown above]

Date this ..... [insert date of signing] day of .....[Insert month], [insert year]

Bidder Official Stamp