REPUBLIC OF KENYA
COUNTY GOVERNMENT OF MOMBASA

DEPARTMENT OF HEALTH SERVICES

P.O. BOX 90441 – 80100,

MOMBASA.

TENDER DOCUMENT

FOR

PROVISION OF MEDICAL EQUIPMENT TO COUNTY HEALTH FACILITIES THROUGH A LEASE – TO – OWN ARRANGEMENT

TENDER NUMBER:
CGM/PRO/DOHS/T/010/2026 – 2027

INVITATION DATE: 27TH NOVEMBER 2026

CLOSING/OPENING DATE: FRIDAY, 18TH DECEMBER 2026 AT 1000 HOURS EAST AFRICAN TIME

NOVEMBER 2026

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INVITATION TO TENDER

PROCURING ENTITY: **COUNTY GOVERNMENT OF MOMBASA – DEPARTMENT OF HEALTH SERVICES**

CONTRACT NAME AND DESCRIPTION: **PROVISION OF MEDICAL EQUIPMENT TO COUNTY HEALTH FACILITIES THROUGH A LEASE – TO – OWN ARRANGEMENT**

1. The County Government of Mombasa invites sealed tenders for leasing medical equipment and related services for a period on 3 years

2. Tendering will be conducted under open competitive method **(Open National Tender)** using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more lots.

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *[0800 to 1630 hours]* at the address given below.

2. Tender documents may be obtained electronically from the Website(s) www.mombasa.go.ke or on the Public Procurement Information Portal www.tenders.go.ke. Tender documents obtained electronically will be free of charge.

3. Tender documents may be viewed and downloaded for free from the website (*www.mombasa.go.ke*). Tenderers who download the tender document must forward their particulars immediately to cohealthmsa@gmail.com to facilitate any further clarification or addendum.

4. Tenderers shall be required to submit a Tender Security amounting to **Kenya Shillings Five Hundred Thousand (Kshs. 500,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 180 days from the date of tender opening in the format provided in the tender document.

5. Completed tenders must be delivered to the address below on or before ***[18th December 2026, 1000, Hours East African Time].*** Electronic Tenders ***will not*** be permitted.

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

7. Late tenders will be rejected.

8. The addresses referred to above are:

A. Address for obtaining further information and for the tender documents

(1) Name of Procuring Entity: **COUNTY GOVERNMENT OF MOMBASA – HEALTH SERVICES**

(2) Physical address for hand Courier Delivery: **at the Tender Box located at County Assembly Hall, 2nd Floor, Procurement Office, Treasury Square, Mombasa**

(3) Postal Address: **90441 – 80100, Mombasa**

(4) E-mail address: cohealthmsa@gmail.com

B. Address for Submission of Tenders.

1) Name of Procuring Entity: **COUNTY GOVERNMENT OF MOMBASA – HEALTH SERVICES**

2) Postal Address: **90441 – 80100, Mombasa**

3) Physical address for hand Courier Delivery: **at the Tender Box located at County Assembly Hall, 2nd Floor, Procurement Office, Treasury Square, Mombasa**

C. ***Address for Opening of Tenders.***

1) Name of Procuring Entity: COUNTY GOVERNMENT OF MOMBASA

2) Physical address for the location: **at County Assembly Building, 2nd Floor, Finance Boardroom, Treasury Square, Mombasa.**

THE COUNTY SECRETARY,

COUNTY GOVERNMENT OF MOMBASA.

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A General Provisions

I. *Scope of Tender and Definitions*

1.1 The Procuring Entity as define in the Appendix to Conditions of Contract invites tenders for leasing of the real estate facilities, plant/equipment or vehicles and, if applicable, any related services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS.**

1.2 Throughout this tendering document:

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

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

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

2 Fraud and Corruption

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

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

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

2.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

3 Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. A firm that is a Tenderer (either individually or as a JV member) may participate in more than one Tender, offering different items that meet the requirements of the Lease. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number members shall be specified in the **TDS.**

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

also not allowed to participate in any procurement proceedings.

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

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

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

c Has the same legal representative 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 works 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 Lease Items, 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 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h has a close business or family relationship with a professional staff of the Procuring Entity 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

j would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship p 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 and would not be awarded a contract.

3.5 A firm that is a Tenderer (either individually or as a JV member) may participate in more than one Tender, offering different items that meet the requirements of the Lease. A firm that is not a Tenderer or a JV member, may participate as a subcontract or in more than one Tender.

3.6 A Tenderer may have the nationality of any country, subjecttotherestrictionspursuanttoITT4.9.ATenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.

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

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financiallyautonomousandnotreceivinganysignificantsubsidiesorbudget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 Firms and individuals 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 Lease Items or contracting for supply of Lease Items or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 For purposes of granting a margin of preference, a tender is considered a national tenderer if it is registered in Kenya, has more than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as

national tenderers and eligible for national preference only if the individual member firms are registered in Kenya or have more than 51percent ownership by nationals of Kenya, and the JV shall be registered in Kenya. The JV shall not subcontract to foreign firms more than10 percent of the contract price, excluding provisional sums.

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

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

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

4 Eligible Lease Items and Related Services

4.1 All the Lease Items and Related Services to be supplied under the Contract and financed by the Procuring Entity shall have their origin from Eligible Countries in accordance with ITT 3.8.

4.2 For purposes of this ITT, the term "Lease Items" includes, landed properties, buildings and related accommodations, vessels (land, air and sea), vehicles, machinery, plant and equipment, "related services" including services such as insurance, installation, training, and maintenance.

4.3 The term "origin" means the country where the Lease Items have been sourced from, manufactured, processed, or assembled.

4.4 A lease item may be considered ineligible it has items, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

B. Contents of Tendering Document

5 Sections of Tendering Document

5.1 The tendering document consist of Parts1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 10.

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 Specific Procurement Notice, Invitation to Tenders Notice, issued by the Procuring Entity is not part of this tendering document.

5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the **TDS.** The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT8 and ITT 22.2.

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 bepartofthetenderingdocumentandshallbecommunicatedinwritingtoallwho have obtained the tendering 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 webpage 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 22.2.

C. Preparation of Tenders

8 Cost of Tendering

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

9 Language of Tender

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

10 Documents Comprising the Tender

10.1 The Tender shall comprise the following:

a **Form of Tender** prepared in accordance with ITT 11;

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 ITT 12;

e **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 29.3;

f **Qualifications**: documentary evidence in accordance with ITT 16 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;

g **Tenderer Eligibility**: documentary evidence in accordance with ITT 16 establishing the Tenderer eligibility to tender;

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

i **Conformity**: documentary evidence in accordance with ITT 15 and 28, that the Lease Items and Related Services conform to the tendering document; and

j Any other document required **in the TDS.**

10.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

11 Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

11.2 Each item on the Schedule of Requirements must be priced separately in the Price Schedules and for full quantities required. Items not priced for full quantity on the Schedule of Requirements will be rejected. TENDERERS MAY QUOTE FOR ONE OR MORE OF THE ITEMS ON THE SCHEDULE OF REQUIREMENTS. Tenders will be evaluated and awarded on basis of each item.

11.3 Where tenders are being invited for individual Items/lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify so in their Tender the price reductions applicable to each Item or alternatively, to individual items. Discounts shall be submitted in accordance with ITT 13.1, provided the Tenders for all lots (contracts) are opened at the same time.

11.4 All duties, taxes, and other levies payable by the Contract or under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

12 Alternative Tenders

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

13 Tender Prices and Discounts

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

13.2 The price to be quoted in the Form of Tender in accordance with ITT 14.1 shall be the total price of all the items but the attachment of the Schedule of prices, excluding any discounts offered.

13.3 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

13.4 Prices quoted by the Tenderer shall be fixed during the time of the Lease under the Contract and not subject to variation on any account, unless otherwise specified **in the TDS.** A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 29. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the Lease under the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.5 If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts with in the package. Discounts shall be submitted in accordance with ITT 14.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. The Tenderer may obtain insurance services from any eligible country in accordance with ITT 3, Eligible Tenders. The tender shall include Related Services required to maintain the leased item as specified in the Schedule of Requirements (inclusive of any applicable taxes).

14 *Currencies of Tender and Payment*

14.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same. The Tenderer shall quote in Kenya shillings unless otherwise specified **in the TDS.**

15 *Documents Establishing the Eligibility and Conformity of the Lease Items and Related Services.*

15.1 To establish the eligibility of the lease items and Related Services in accordance with ITT 5, 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 Lease items and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Lease Items 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 Lease Items and Related Services, demonstrating substantial responsiveness of the Lease Items 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 Lease Items during the period **specified in the TDS** following commencement of the use of the Lease Items 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 own the Lease Items it offers shall submit the Owner's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the Owner of the Lease Items.

(b) that, if required **in the TDS**, in case of a Tenderer not doing business within 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 related services of the leased items as 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.

16.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular lessor or group of lessors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

16.4 The purpose of the information described in ITT 16.3 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

16.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which in formation on any changes to the information which was provided by the tenderer under ITT 16.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

16.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

16.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

16.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process.
ii) If the contract has been awarded to that tenderer, the contract award will be set aside.
iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

16.9 If a tenderer submits information pursuant to these requirements that is incomplete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 16.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

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 22.1). 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 19, 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 18.3.

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.** In this case a Tender-Securing Declaration or a Tender Security shall be for each item. Alternatively, a tenderer may aggregate all the Items tendered for and provide one Tender-Securing Declaration or a Tender Security in the required amounts, as the case may be.

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 19.1, the Tender Security shall be a demand bank guarantee in any of the following forms at the Tenderer option:

i. cash;

ii. a bank guarantee;

iii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.

v. Any other form specified in the **TDS.**

18.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

18.5 If a Tender Security is specified pursuant to ITT 19.1, 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 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46.

18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract. The Procurement Entity shall also return tender security to the tenderers where;

a. The procurement proceedings are terminated

b. All tenders were determined non-responsive and

c. Where a bidder decline to extent the tender validity period.

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

a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or

i) If the successful Tenderer fails to sign the Contract in accordance with ITT 45; or

ii) Furnish or make available the Leased items.

18.9 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

18.10 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

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

19 Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each

person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

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

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

D. *Submission and Opening of Tenders*

20 Sealing and Marking of Tenders

20.1 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 ITT11; 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 13, and if relevant:

i. in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and

ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

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.

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

21 Deadline for Submission of Tenders

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

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Tenders

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23 Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 20.3, (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.

23.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

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

24 Tender Opening

24.1 Except as in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who chooses to attend Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be as specified **in the TDS.**

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

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

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

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

24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS.**

24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

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

a The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b The Tender Price, per lot (contract) if applicable, including any discounts;

c Any alternative Tenders;

d The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

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

E. *Evaluation and Comparison of Tenders*

25 Confidentiality

25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 40.

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

25.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26 Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall besought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 31.

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

27 Deviations, Reservations, and Omissions

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

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

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

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

28 Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

28.2 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 Lease Items and Related Services specified in the Contract; or

ii. Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or

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

28.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

29 Non-conformities, Errors and Omissions

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

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

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

30 Correction of Arithmetical Errors

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

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

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

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

c If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail

31 Conversion to Single Currency

31.1 No conversion to single currency is expected since all tenders will be in Kenya shillings.

32 Margin of Preference and reservations

32.1 No Margin of Preference and Reservations shall be allowed in this tender.

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 Most Advantageous 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 tendering document; and

b The lowest evaluated cost.

33.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a Price adjustment due to discounts offered in accordance with ITT 14.4;

b Price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and

c The additional evaluation factors are specified in 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 the Lease Contract, shall not be considered in Tender evaluation.

33.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

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

a taxes, which will be payable on the Lease Items if a contract is awarded to the Tenderer;

b any allowance for price adjustment during the period of the Lease contract, if provided in the Tender.

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

to be used shall be as specified in ITT 34.2 (f).

34 Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 34.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost for all Lease Items, and related services, together with prices for any required installation, training, commissioning and other services.

35 Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

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

35.3 After evaluation of the price analyses, 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.

Abnormally High Tenders

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

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

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

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

35.6 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 competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

36 Qualification of the Tenderer

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

36.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to

the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

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

37.1 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 Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. *Award of Contract*

38. *Award Criteria*

38.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

39. *Notice of Intention to enter into a Contract/Notification of award*

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

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

b) The Contract price of the successful tender;

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

d) the expiry date of the Standstill Period; and

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

40. *Standstill Period*

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

40.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

41 Debriefing by the Procuring Entity

41.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. .2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

42 Letter of Award

42.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

43 Signing of Contract

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

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

43.3 The written contract shall be entered into within the period specified in the notification of award and before

expiry of the tender validity period.

44 *Performance Security*

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

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

44.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

45. *Publication of Procurement Contract*

45.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) name and address of the Procuring Entity;

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

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

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

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

46 Procurement Related Complaint and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Invitation for Tenders is: **CGM/PRO/DOHS/T/010/2026 – 2027** The Procuring Entity is: **COUNTY GOVERNMENT OF MOMBASA – DEPARTMENT OF HEALTH SERVICES** The name of the Contract is: **PROVISION OF MEDICAL EQUIPMENT TO COUNTY HEALTH FACILITIES THROUGH A LEASE – TO – OWN ARRANGEMENT** The number and identification of lots (contracts) comprising this Invitation for Tenders is: **LOT 1 – MEDICAL EQUIPMENT FOR LEVEL 2, 3, 4 AND 5 HEALTH FACILITIES** **LOT 2 – MAINTENANCE, WORKSHOP AND GENERAL (NON – MEDICAL / SUPPORT) ITEMS** **LOT 3 – EV AMBULANCES (ELECTRIC) WITH ADVANCED LIFE SUPPORT MEDICAL EQUIPMENT FOR MOMBASA COUNTY** **LOT 4 – SPECIALISED AND HIGH-END MEDICAL EQUIPMENT FOR COUNTY HEALTH FACILITIES**
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: **NOT APPLICABLE**
	B. Contents of Tendering Document
ITT 6.	For Clarification of Tender purposes only, the Procuring Entity's address is: 1. Attention: ***The County Secretary*** 2. Postal Address: ***390440 – 80100, Mombasa*** 3. Electronic mail address: **info.mombasacounty@gmail.com** Requests for clarification should be received by the Procuring Entity no later than: ***[five (5) days prior to tender submission period].***
	C. Preparation of Tenders
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: ***NOT APPLICABLE***
ITT 12.1	Alternative Tenders **shall not** be considered.
ITT 13.4	Prices quoted by the Tenderer **shall be fixed** during the entire period of service delivery unless agreed upon by both parties to be reviewed under unavoidable circumstances
ITT 14.1	Tenders **may not** (*select one)* tender in other currencies which are used in international trade.
ITT 15.4	Period of time the supplied equipment is expected to be functioning (for the purpose of spare parts): is ***3 years***.
ITT 16.2 (a)	Owner's authorization is ***required***
ITT 16.2 (b)	Related services are ***supply, delivery, installation and commissioning of medical equipment based on leasing and their associated services.***

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 17.1	The Tender validity period shall be ***[180 days as from the deadline for Tender submission period]***
ITT 17.3 (a)	The Tender price shall be adjusted as follows: **NOT APPLICABLE**
ITT 18.1	Tenderers shall be required to submit a Tender Security amounting to **Kenya Shillings Five Hundred Thousand (Kshs. 500,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 180 days from the date of tender opening in the format provided in the tender document.
ITT 18.3 (v)	Other types of acceptable securities: **NOT APPLICABLE**
ITT 19.1	In addition to the original of the Tender, the number of copies is**: *[original and two copies of the original]***
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** ***Duly dated and stamped Power of Attorney signed by a legally authorized representative of the tenderer and certified by a Commissioner of Oaths***
	D. Submission and Opening of Tenders
ITT 21.1	For **Tender submission purposes** only, the Procuring Entity's address is: ***[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]*** 1. Attention: ***County Chief Officer – Health Services Department*** 2. Postal Address: ***90441 – 80100, Mombasa*** 3. Physical Address: **at the Tender Box located at County Assembly Hall, 2nd Floor Procurement Office, Treasury Square, Mombasa** 4. Electronic mail address: cohealthmsa@gmail.com Interested bidders/tenderers are required to **attend a mandatory pre-bid meeting** scheduled as follows: **Date:** 4th December 2026 **Venue:** Health Headquarters – PhD Boardroom, Msanifu Kombo Road, near Mvita Sub-County Chief's Office **Time:** 1000 Hours East African Time **The deadline for Tender submission is:** Date and Time: **18th December 2026 at 1000 Hours East African Time** Tenderers ***"shall not"*** have the option of submitting their Tenders electronically.
ITT 24.1	The Tender opening shall take place at: **Finance Board Room located at the Finance Boardroom, County Assembly Hall 2nd Floor or where directed by the County Secretary** Date: **18th December 2026** Time: ***1030 HOURS***
ITT 24.6	The Form of Tender and Price Schedules shall be initialed by at **least three members of the opening committee.**
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: **N/A**
E. Evaluation and Comparison of Tenders	
ITT 34.6	The factors selected and expressed in monetary terms to facilitate comparison of Tenders are

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The factors selected and expressed in monetary terms to facilitate comparison of Tenders are tenderers shall not be allowed to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria
	F. Award of Contract
ITT 42	The maximum percentage by which quantities may be increased is: ***NOT APPLICABLE*** The maximum percentage by which quantities may be decreased is: ***NOT APPLICABLE***
ITT 46.1	**The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA** Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **THE COUNTY SECRETARY** **COUNTY GOVERNMENT OF MOMBASA** **P.O. BOX 390440 - 80100** **MOMBASA.** **Email: info.mombasacounty@gmail.com** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Tendering Documents; and **2.** the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

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

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

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

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

1.3 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

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

STAGE ONE: PRELIMINARY/MANDATORY EVALUATION

MR NO.	PRELIMINARY EVALUATION CRITERIA	PASS/ FAIL
MR 1	Dully filled, signed and stamped **form of tender** prepared in accordance with the format provided	Mandatory
MR 2	Shall have a table of contents pages clearly indicating sections and page numbers	Mandatory
MR 3	Manufacturer's Authorization for each major equipment item, addressed to the procuring entity, specific to this tender.	Mandatory
MR 4	Site Visit Certificate – signed by County representative, as proof of attending the mandatory pre-bid meeting and site visit.	Mandatory
MR 5	Written confirmation of authorization of the person signing the tender on behalf of the Tenderer. Attach duly signed and stamped **Power of Attorney by the Commissioner for oaths** or notarized by Notary Public. NB: This is applicable in circumstances where the CEO of the firm is not available to sign the bidding document.	Mandatory
MR 6	Must submit **one** original copy of the Tender Document and **two copies.** Submission of Original and Copy in the format required by the procuring entity and all the tender document to be BOUND	Mandatory
MR 7	Properly bound; perfect cover, hard cover or case bound **(use of spring bound and spring files will lead to automatic disqualification),** paginated, serialized tender document (each page of the tender submission must have a number, and the numbers must be in chronological order). For pagination, Arabic Numerals shall be used, i.e. 1,2,3, 4,..n (n being the last numerical page of the tender document)	Mandatory
MR 8	Tenderer shall provide **Tender Security** in form of a Bank Guarantee OR an Insurance Company Guarantee issued by an Insurance Firm approved by PPRA, Letter of Credit or Guarantee by a Deposit–taking microfinance institution, SACCO Society, Youth Enterprise Development Fund or the Women Enterprise Fund in the amount of Kenya Shillings Five Hundred Thousand (**Kshs. 500,000.00)** in the prescribed format valid for	Mandatory

	180 days from the tender opening date.	
MR 9	Valid Copy of Certificate of Incorporation/ Registration/ Compliance for branch company issued by Registrar of Companies in Kenya	Mandatory
MR 10	Valid and Current Tax Compliance Certificate	Mandatory
MR 11	Dully filled, signed and stamped Confidential Business Questionnaire in the format provided.	Mandatory
MR 12	Valid and current Single Business Permit (for the year 2026) – should be relevant to the nature of work for this tender	Mandatory
MR 13	Audited accounts for the last 3 years 2023, 2024 and 2025 must be certified by an **Active ICPAK member** with a valid practicing license number. The Practicing Number **MUST** be indicated.	
MR 14	Submission of valid CR12 form showing the list of directors/shareholding (issued within the last 12 months) or CR 13 for Sole Proprietorship/ Partnership Deed for Partnership Firms	Mandatory
MR 15	Duly filled, signed and stamped Certificate of Independent Tender Determination in the format provided	Mandatory
MR 16	Duly filled, signed and stamped Self – Declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 in the format provided **- Form SD1.**	Mandatory
MR 17	Duly filled, signed and stamped Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided **- Form SD2**	Mandatory
MR 18	Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics in the format provided	Mandatory
MR 19	Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bid that submits a bid in this tender	Mandatory

Note: Any bidder failing to provide or comply with any of the above (or if any document is fraudulent or invalid) shall be disqualified at this stage. Only those who pass Stage 1 will have their Technical Proposals evaluated.

Stage 2: Technical Evaluation – The maximum technical score is 100 points. The criteria and weighing are as follows:

STAGE TWO: TECHNICAL EVALUATION

1) Bidder must demonstrate conformance to all the technical specifications and requirements as per the tender document.

2) The Technical Evaluation will be based on compliance with the technical specifications set out in the tender document.

3) The Technical Evaluation is divided into two (2) parts as shown below;
   i. Compliance to Technical Requirements
   ii. Ability to deliver the Services

5) Evaluation on Compliance to Technical Requirements shall be done on a 2 – stage process i.e. Major Requirement (Mandatory) and Minor Requirements.

In the first stage, the parameters which critically affect the performance of the equipment will be picked up and examined. These parameters have been indicated in the specifications as **mandatory**. Non – compliance to any of these will be a **Major** deviation and shall lead to rejection of the offer as technically non – responsive.

The second stage is where the other parameters of the bidders offer will be examined for compliance to specifications. Deviations that may arise will be considered as **minor.** They will be rated/weighted on their effect on performance and shall lead to deduction of point(s) for every deviation.

S/NO.	TECHNICAL COMPLIANCE AND ABILITY TO DELIVER EQUIPMENT AND RELATED SERVICES	MARKS/POINTS
1	**TECHNICAL SOLUTION (EQUIPMENT & SPECIFICATIONS) – 40MARKS/POINTS** ***a. Compliance to Technical specification for all required items (20 Pts).*** *The offered equipment must meet the minimum specs in section 3/Annex 1. Full compliance earns full points. minor deviation may lead to partial points if they do not significally affects performance.* *Major deviations or omission can be grounds for non-responsiveness. Each item will be*	40

	assessed – Eg Critical parameters like MRI strengths, CT slice count etc. must be met. ***b. Quality and innovativeness of Equipment (10 Pts)*** *Brand reputation, certifications (FDA/CE), Proven technology and value-added features beyond minimum specs. For example, if a bidder offers a 3. OT MRI instead of 1.5T or includes advanced software modules at no extra cost or offer 4K Laparoscopic tower etc.* ***c. Demonstrated superiority and futureproofing will score higher. (Attach images and/or brochures of the equipment intended to be delivered describing its features appropriately.) – (10Pts)*** ● *After sales support plan & SLA Compliance –The thoroughness of the maintenance/service plan submitted. Evaluator will consider number of service visit proposed per year (must meet minimum 4, but more or additional remote monitoring could score more), response times guaranteed (the shorter the better, meeting or beating requirements), local presence of spare parts etc. Also, if the bidder accepted all SLA terms. A clear commitment to 95% uptime with penalties and well – documented escalation procedure, will score full points* *NB: Only tenderers whose products meet at least 70% of this factor (i.e. 28 out of 40 Marks) shall proceed to be evaluated below.*	
2	**EXPERIENCE AND PAST PERFORMANCE – 20 MARKS/POINTS** ***a. Relevant Experience (15Pts).*** *At least 3 similar projects in scope and magnitude in last 5Years. Example supply/ maintenance of imaging equipment to hospital network etc. Each relevant projects (with proof such as contract award or reference/recommendation letter) will earn points (e.g. 5Pts each up to 15) More projects can be listed but max 15pts Projects in Kenya or Saharan Africa with public client are especially relevant. If case the bidder is 100% owned by a foreign entity or the bidder is a local branch company of a foreign entity, the experience and financials of the foreign entity will also be considered for evaluation.* ***b. Client References (5Pts)*** *Feedback from past client as per reference letters or satisfaction certificates, good reference (Especially mentioning reliable service support) for at least 2 projects will get full points. If no reference letters or if reference have some reservation noted lower the points. If case the bidder is 100% owned by a foreign entity or the bidder is a local branch company of a foreign entity, the experience and financials of the foreign entity will also be considered for evaluation.*	20
3	**PERSONNEL QUALIFICATIONS AND CAPACITY – 15MARKS/ POINTS** ***a. Key Technical Staff (10Pts)*** *Availability of qualified personnel dedicated to this project. For Example, at Least 2 Biomedical Engineers or OEM – Trained service engineers for the equipment categories, CV should show relevant qualifications (degree/diploma in Biomedical/ electrical engineering) and experience (trained with specialists for each area (Imaging, Lab, Anahesia equipment), full points. Lesser or no dedicated staff will reduce points* ***b. Training & User support personnel (5Pts)*** *Inclusion of trainers for initial and ongoing training, e.g. a radiographer or application specialist to train on MRI/CT, a lab technologist to assist with lab analyzer training, etc. If such personnel are in the team or subcontracted (credentials provided), full points will be given. Also, a local customer service rep for coordination gives confidence.*	15
4	**FINANCIAL CAPACITY AND PROJECT IMPLEMENTATION PLAN – 15 MARKS/POINTS** *a.* ***Financial Capacity (5Pts)*** *Based on submitted certified audited financial statements for the past three years, bidders with strong financial standing (profitability, positive net worth, liquidity and capacity to absorb the project costs. The evaluation may consider current ratio, annual turnover (should be at least (e.g. 2times) the annual projected contract value) etc. if a bidder provides a line of credit or financing letter specifically for this project, that is a plus. If case the bidder is 100% owned by a foreign entity or the bidder is a local branch company*	15

	of a foreign entity, the experience and financials of the foreign entity will also be considered for evaluation. ***b. Delivery & Installation plan (5 Pts)*** *The proposed delivery timeline and installation schedule. Equipment should ideally be delivered and installed within a reasonable period (e.g. 8–12 weeks for most equipment, maybe 16 weeks for MRI due to complexity). Bidders should provide a Gantt chart or timeline. Faster delivery (without compromising quality) scores higher. Additionally, the logistical plan for bringing equipment (especially heavy MRI/CT) – if well explained – earns points.* ***d. Understanding of Assignment & Methodology (5 pts)*** *This is a general score for the quality of the technical proposal – how well the bidder has understood the requirements and tailored their proposal. Look for clarity, completeness, and any value-adds. For example, if the bidder proposes a local spare parts depot, or an on- site engineer stationing for first months of operation, etc., that shows commitment. Or offering tele-radiology support for MRI as an extra service. A mere copy-paste of specs with no innovation would score lower than a proposal that addresses potential challenges (like how to manage power stability for MRI, or training plan to ensure service continuity).*	
4	**MEMORANDUM OF PROCEDURE AND METHODOLOGY OF DELIVERY – 10 MARKS/POINTS** *Properly outlined their Terms and conditions of delivery, limitations and expectations from the Client on proposed model of choice* ***(10 marks)***	10
	TOTAL POINTS	**100**

The minimum technical score to qualify for financial evaluation is 70 points (i.e. 70%). Bidders who score below 70 will be eliminated at this stage and no further financial evaluation shall be done.

During technical evaluation, the Evaluation Committee may also visit bidder's reference project sites (if feasible) or contact references by phone/email to verify claims. They may also invite bidders for a technical presentation or seek clarification on technical points (within the limits of procurement rules).

STAGE THREE: FINANCIAL EVALUATION

Stage 3: Financial Evaluation – For bids that pass the technical stage, the financials will be evaluated. This will include:

- **Determination of Completeness and Errors:** The bids will be checked for any arithmetic errors, omissions, or inconsistencies. If there are arithmetic errors in totals, the unit rates will prevail (per standard procurement practice). The Evaluation Committee will also ensure that the financial evaluation corresponds to the technical requirements (no item is omitted; if an item was in technical but not priced, it will be assumed to be included in other prices). Any conditional pricing or deviations not allowed by the tender will be noted. Bidders who extremely underprice or overprice certain elements without justification may be subject to clarification or rejection if it indicates an inability to perform.
- **Comparison on Common Basis:** Since the proposals may include different financing models and tenures, the evaluators will bring them to a common baseline for fairness. The Total Cost of Ownership (TCO) over 7 years for Leasing will be considered for each bid, using either the bidders' provided cost projections or a standard utilization scenario given by the Procuring Entity. For example, if Bidder A charges X KES per CT scan, and we assume 5,000 scans/year, over 3 years we compute 5,000X7 as the cost (adjusted for any other fees). Similarly, for lab tests if Bidder B charges Y per test and we assume 10,000 tests/year for 3 years, total = 10kY3. If a bidder proposed a fixed annual lease, that will simply sum up over the term. Any one-time costs (installation, training) will be added to the respective totals. A discount rate may be applied to future payments to account for present value if stated in the tender (e.g. Kenya's Treasury circulars or PPRA guidelines suggest using a certain discount rate for NPV). If not specified, the Evaluation Committee might use an approximate discount factor (for instance, 10% per annum) to compare NPVs of payment streams.

The financial parameters will be as follows

1. **Ownership transfer:** Clearly specify when and how ownership of the equipment transfers to the County upon completion of the lease payments.
2. **Equipment availability:** Specify minimum equipment uptime and penalties or remedies for prolonged downtime.

3. **Maintenance:** The provider should be responsible for preventive and corrective maintenance throughout the lease period.
4. **Replacement:** Establish arrangements for replacing defective or obsolete equipment.
5. **Consumables:** Clearly indicate whether consumables and accessories are included in the lease arrangement.
6. **Training:** Require training of medical personnel and biomedical engineers.
7. **Performance guarantees:** Provide for appropriate performance security and contractual remedies.
8. **Exit arrangements:** Specify the consequences of early termination, default and failure to transfer ownership.

Further, the bidder shall include the following in their financials
The financial bid MUST be submitted in the format provided below. All prices shall be inclusive of all applicable taxes e.g., V.A.T, Capacity Building Levy and shall be in Kenya Shillings.

S/NO.	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COSTS
1.	Total lease payments over the contract period	LOT		
2.	Installation and commissioning costs.			
3.	Preventive and corrective maintenance costs.			
4.	Spare parts and servicing costs.			
5.	Training costs, where separately charged.			
6.	Consumables, where included in the scope.			
7.	Final ownership transfer costs.			
	Sub – Total			
	16% VAT			
	0.03% Levy Order			
	GRAND TOTAL COST IN KES TO BE CARRIED TO THE FORM OF TENDER			

RECOMMENDATION FOR AWARD

Award shall be made to the **lowest evaluated substantially responsive tenderer** who meets all the mandatory minimum technical and qualification requirements, **based on the total evaluated cost of ownership of the medical equipment over the entire lease-to-own contract period.** The purpose of this stage will be to determine the successful bidder using the following procedure:

1. Compliance with mandatory preliminary requirements (Pass/Fail).
2. Compliance with technical specifications (rated criteria).
3. Confirmation of the bidder's qualification and capacity.
4. Financial evaluation based on the lowest evaluated total cost of ownership over the entire lease period.

3 **Price evaluation for each item**: in addition to the criteria listed in ITT 34.2 (a)–(d) the following criteria shall apply:

a) Any additional evaluation factors as per ITT 33.2 (e) specified as follows:

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

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

or

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

4 Multiple Contracts (ITT 34.4)

Multiple contracts will be permitted in accordance with ITT 34.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

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

OPTION 2

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

5 Alternative Tenders (ITT 12.1)

An alternative if permitted under ITT 12.1, will be evaluated as follows:

"A tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 34 to determine the Lowest Evaluated Tender."

6 Qualification (ITT 35)

6.1 After determining the substantially responsive Tender which offers the lowest-evaluated cost in accordance with ITT 33, and, if applicable, the assessment of any Abnormally Low or high Tender (in accordance with ITT35) the Procuring Entity shall carry out the post-qualification of the tenderer in accordance with ITT36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer qualifications.

6.2 For lease of infrastructural facilities (real estate)

List the requirements (*e.g. the property is in the right location, it is in good status of maintenance, there are proper services for water, power, etc., the space is adequate, access, there is case of lease litigation, etc.*

Make a physical check to ensure that each listed item is met. Determine if the facility is acceptable or not acceptable.

6.3 For lease of plant/equipment, vehicles (movable assets)

i) Confirm the offered items meet the specifications, and the capacity, age etc.

ii) Confirm their availability, etc.

iii) **Financial Capability** - The tenderer shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]*

iv) **Documentary Evidence**- The tenderer shall furnish documentary evidence to demonstrate that the Lease Items it offers meet the following usage requirement: *[list the requirement(s)]*

Make a physical check to ensure that each listed item is met. Determine if the facility is acceptable or not acceptable.

6.4 After determining the substantially responsive Tender which offers the lowest-evaluated price meets the requirements in Items 6.2 and 6.3 above, the Procuring Entity shall carry out the post-qualification using the following criteria:

a) *History of non-performing lease contracts:*

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JVin the last (*specify years*). The required information shall be furnished in the appropriate form.

b) *Pending Litigation*

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (a) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) *Litigation History*

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

SECTION IV - TENDERING FORMS

i) Form of Tender
ii) Tenderer Information Form
iii) Tenderer JV Members Information Form
iv) Price Schedule -Schedule of Requirements (Lease Items).
v) Form of Tender Security – Demand Guarantee
vi) Form of Tender Security (Insurance Guarantee)
vii) Form of Tender- Securing Declaration
viii) Owner's Authorization

Other Forms to be completed

i) Tenderer's Eligibility- Confidential Business Questionnaire
ii) Certificate of Independent Tender Determination
iii) Self-Declaration Form
iv) Appendix 1- Fraud and Corruption

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 debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 3.7;

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

e) **Conformity:** We offer to lease in conformity with the Tendering Document and in accordance with the lease periods, the Lease items specified in the Schedule below:

[insert completed **LIST OF LEASE ITEMS AND PRICES***]*

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

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

or

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

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

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

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

h) **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;

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

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

k) **State-owned enterprise or institution**: *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

p) 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) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from ***www.pppra.go.ke*** during the procurement process and the execution of any resulting contract.

(r) **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.

(s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

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

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

iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form

of fraud and corruption.

iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya,

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

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

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

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

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

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

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

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

TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) *Tenderer's details*

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor,** provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) **Partnership,** provide the following details.

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

d) **Registered Company,** provide the following details.

I) Private or public Company.....

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

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

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

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

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) Has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

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

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

Name_____
Title_____
Date_____
_____
[Name, title and signature of authorized agent of Tenderer and Date]

FORM SD1

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

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

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

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

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…… …… ……
(Title) (Signature) (Date)

Bidder's Official Stamp

FORM SD2

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

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

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

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

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

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

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

…… …… ……
(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory…….

Sign…….

Position…….

Office address……. Telephone…….

E-mail…….

Name of the Firm/Company…….

Date…….

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….

Sign…….

Date…….

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. *Purpose*

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

2. *Requirements*

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

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

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

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

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

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
   i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

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

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

v) "obstructive practice" is:

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

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

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

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

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

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or 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 there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

Tenderer Information Form

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

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

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

1. Tenderer's Name *[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ 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 3.1. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ☐ Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.14. ☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law 1. 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 JV Members Information Form

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

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

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

Page_____of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
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 3.1 ☐ Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ☐ 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 3.8. 8. Included are the organizational chart and a list of Board of Directors,

LIST OF LEASE ITEMS AND PRICES SCHEDULES (TO BE SUBMITTED IN THE FINANCIAL BID)

[The tenderer shall fill in this Price Schedule in accordance and insert in Form of Tender as instructed. The list of line items in Columns 1 and 2 of the Price Schedules shall coincide with the List of Lease Items and Related Services specified by the Procuring Entity in the Schedule of Requirements.]

i. Prices shall be quoted in Kenya Shillings and shall be inclusive of all taxes, duties, the 0.03% PPRA Capacity Building Levy, delivery to the designated facilities, installation, testing, commissioning, training and warranty.

ii. Every item in a Lot MUST be priced. A Lot Price Schedule with any item not quoted shall result in cancellation of the bid for that Lot. Where there is a discrepancy between the unit price and the total price, the unit price shall prevail.

iii. Financial evaluation shall be done Lot-wise on the total price of each Lot, and each Lot shall be awarded in full (not item-wise) to the lowest evaluated technically acceptable bidder.

iv. Quantities may be varied by up to ±25% at the time of award and/or during contract execution at the unit rates quoted.

v. Payment shall be made strictly from the proceeds received from the Social Health Authority (SHA) for the provision of services and from the Primary Healthcare Fund, after the County has made the payments due under the agreement for Healthcare Digitization and the earlier procurement of medical equipment (see SCC 12.1).

LOT 1 – MEDICAL EQUIPMENT FOR LEVEL 2, 3, 4 AND 5 HEALTH FACILITIES

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
1	T1/ 1	**Autoclave Sterilizer (Large 250L)**	• Horizontal/front-loading steam autoclave, approx. 250 L chamber, AISI 316L stainless steel, double door (pass-through) preferred for CSSD • Pre-vacuum (fractionated) cycle, Class B; 121°C and 134°C programmes; Bowie-Dick, vacuum leak and flash cycles • Built-in or external electric steam generator; microprocessor control with touch screen, cycle printer/data logging • Safety door interlocks, over-pressure and over-temperature protection; EN 285 / ISO 17665 compliant; 400 V 3-phase	**2**	36				
3	T1/ 3	**Baby incubator**	• Servo-controlled neonatal intensive care incubator, double-walled transparent hood • Air and skin temperature control (approx. 23–39°C) with skin probe; servo humidity control (up to ~85% RH); optional O2 control • Integrated weighing scale preferred; tilting mattress tray, iris ports, access doors on both sides • Alarms: high/low temperature, probe failure, power failure, airflow, fan failure; battery back-up • Height-adjustable trolley with lockable castors; IEC 60601-2-19 compliant	**9**	36				
4	T1/ 4	**Baby warmer**	• Open-care infant radiant warmer with servo (skin) and manual modes, quartz/ceramic heater • Tilting bassinet with drop-down transparent side panels, X-ray cassette tray • Integrated APGAR timer, examination light; optional built-in weighing scale • Alarms for over-temperature, probe failure, power failure; IEC 60601-2-21 compliant	**14**	36				
6	T1/ 6	**Cold sterilizer (110L Plasma)**	• Low-temperature hydrogen peroxide gas plasma sterilizer, approx. 100–110 L chamber • Cycles: standard, advanced (lumens/flexible scopes), express; cycle time ≤ 60 min for standard load • Suitable for heat- and moisture-sensitive instruments (endoscopes, cameras, optics, electronics); no toxic residues • Automatic H2O2 cassette/cartridge loading, touch-screen control, cycle printer and data logging • Biological and chemical indicator compatibility; IEC/ISO 14937 compliant; 230/400 V	**15**	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
7	T1/ 7	**CPAP Machine**	• Neonatal/paediatric CPAP system (bubble CPAP or flow-driver CPAP), with air–oxygen blender • CPAP range approx. 2–10 cm H2O; flow 0–15 L/min; FiO2 21–100% • Heated humidifier with servo temperature control; nasal prongs and masks in assorted sizes • Pressure monitoring with high/low pressure and disconnection alarms • Mobile stand; IEC 60601 compliant	**10**	36				
8	T1/ 8	**CTG Machine**	• Twin-foetal cardiotocograph (CTG) monitor for antepartum and intrapartum monitoring • Parameters: FHR (ultrasound, twin), TOCO, foetal movement; optional maternal SpO2/NIBP/ECG • 8"+ colour display; built-in thermal printer (Z-fold paper) • Waterproof transducers, FHR alarms, data storage, network/central station connectivity option • AC/battery operation	**12**	36				
9	T1/ 9	**Defibrillator machine**	• Biphasic defibrillator-monitor, energy 1–200/360 J (biphasic), adult and paediatric energy settings • Manual and AED modes; synchronised cardioversion • Monitoring: 3/5-lead ECG, SpO2; optional NIBP, EtCO2; non-invasive transcutaneous pacing • External adult/paediatric paddles, colour display, built-in recorder/printer • Rechargeable Li-ion battery (≥ 100 shocks at max. energy); charge to max. energy ≤ 7 s; IEC 60601-2-4 compliant	**10**	36				
10	T1/ 10	**Digital Mammography Machine**	• Full-field digital mammography (FFDM) system for screening and diagnosis • Detector: amorphous selenium (direct conversion) flat panel, approx. 24 x 30 cm, pixel size ≤ 100 µm • X-ray tube: dual-track anode (Mo/Rh or W/Rh/Ag), dual focal spot (0.1/0.3 mm); generator approx. 22–49 kV • Motorised compression with automatic decompression; isocentric C-arm rotation; magnification and spot compression paddles • Automatic exposure control (AEC); option for digital breast tomosynthesis (DBT) and stereotactic biopsy • Acquisition workstation and dual 5 MP diagnostic reporting workstation with CAD software; DICOM 3.0, PACS/RIS integration • Radiation shielding screen, QA phantoms; IEC 60601-2-45 compliant	**1**	36				

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15	T1/ 15	**Electro Hydraulic Stainless Steel Theater Table (General)**	• Electro-hydraulic general surgery operating table, stainless-steel (AISI 304) construction • Radiolucent table top (for C-arm), 4–5 sections with detachable head and leg plates • Motorised height, Trendelenburg/reverse Trendelenburg (≈ ±25°), lateral tilt (≈ ±20°), back and leg section adjustment, kidney elevator • Corded hand control with battery back-up; central floor lock • Load capacity ≥ 250 kg; standard accessories: arm boards, anaesthesia screen, lithotomy leg holders, shoulder and body supports	**1**	36				
22	T1/ 22	**Indirect Ophthalmoscopes**	• Binocular indirect ophthalmoscope, head-mounted, LED illumination • Adjustable pupillary distance, small-pupil viewing, diffuser, cobalt-blue, red-free and yellow filters • Rechargeable battery with charger/wall unit; supplied with 20D and 28D condensing lenses, scleral depressor and teaching mirror (optional)	**1**	36				
24	T1/ 24	**Laparoscopy Tower (Complete HD Laproscopic Surgery Set)**	• Complete Full HD/4K laparoscopic surgery tower for general, gynaecological and urological laparoscopy • Camera system: Full HD (1080p) 3-chip or 4K CMOS camera control unit and autoclavable camera head with integrated controls; image capture and video recording (USB/network) • Light source: LED (≥ 175–300 W xenon equivalent), lamp life ≥ 30,000 h; fibre-optic light cables • Medical-grade monitor ≥ 26" Full HD/4K; trolley with isolation transformer and shelves • Electronic CO2 insufflator: flow 0–40/45 L/min, pressure 0–30 mmHg, gas heating, smoke evacuation, pressure safety • Suction-irrigation pump • Electrosurgical unit (monopolar/bipolar) with vessel-sealing (≥ 7 mm vessels) capability • Telescopes: 10 mm 0° and 30°, 5 mm 30° (autoclavable HD optics) • Hand instruments (5 mm, rotatable, insulated): Maryland dissector, atraumatic and traumatic graspers, Babcock, scissors (Metzenbaum, hook), needle holders (2), clip applicator (medium-large), suction-irrigation cannula, L-hook and spatula electrodes, fan retractor, specimen retrieval • Trocars: 10/12 mm (x3) and 5 mm (x3) reusable with reducers; Veress needles (2); sterilisation trays • Training, installation and warranty	**4**	36				
25	T1/	**Neurosurgery**	• Floor-standing neurosurgical operating microscope with motorised	**1**	36				

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	31	**Operating Microscope**	zoom and focus • Magnification approx. 1.8x–12x (zoom 1:6), working distance approx. 200–500 mm (motorised variofocus) • Illumination: xenon (≥ 300 W) or high-power LED with backup lamp; automatic intensity control • Binocular main observer tube (0–180° inclinable) and assistant/side observer tubes • Electromagnetic brakes, balanced suspension arm, mouth switch and hand-grip controls • Integrated Full HD/4K camera and recording; option for ICG/fluorescence (ICG, 5-ALA) modules and neuronavigation integration • Sterile drapes, ceiling- or floor-stand; IEC 60601 compliant						
29	T1/ 35	**Patient Monitor (Wall Mounted, 7 Parameter)**	• Wall-mounted multiparameter patient monitor, 7 parameters • ECG (3/5-lead, arrhythmia and ST analysis), respiration, SpO2, NIBP, 2 x temperature, IBP (1–2 channels) and/or EtCO2 • 12"+ colour touch display; trends ≥ 72 h; alarms (audible/visual, 3-level) • Wall-mounting bracket; battery back-up; central monitoring connectivity (wired/Wi-Fi); IEC 60601 compliant	**23**	36				
30	T1/ 36	**Pet/CT Scan + Cyclotron with infrastructure**	PET/CT SCANNER: • Digital PET/CT with ≥ 64-slice CT; PET detector: LYSO/LSO with SiPM (digital) technology, time-of-flight (TOF ≤ 400 ps) • PET axial field of view ≥ 20 cm; spatial resolution ≤ 4 mm; respiratory gating; iterative reconstruction (PSF + TOF) • CT: generator ≥ 80 kW, gantry bore ≥ 70 cm, iterative dose reduction • Clinical workstations for oncology, cardiology and neurology; PACS/RIS integration CYCLOTRON & RADIOPHARMACY: • Medical cyclotron (≈ 11–18 MeV proton) for F-18 FDG and other PET isotopes; self-shielded or vault-installed • FDG synthesis module(s), hot cells, dose calibrator, dispensing unit, QC equipment (HPLC, GC, TLC) INFRASTRUCTURE: • Radiation-shielded vault and rooms, HVAC with pressure cascade, power conditioning/UPS, radiation monitoring • Turnkey design, regulatory licensing, installation, training and multi-year service	**1**	36				

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33	T1/ 40	**Resuscitaire**	• Neonatal resuscitation unit (resuscitaire) with radiant warmer • Servo/manual temperature control with skin probe; tilting bassinet; X-ray cassette tray • Integrated T-piece resuscitator (PIP/PEEP), air–oxygen blender, flowmeter, neonatal suction (adjustable vacuum) • APGAR timer, examination lamp; O2 and air cylinder holders; IEC 60601-2-21 compliant	**4**	36				
36	T1/ 43	**Ultrasonic washers**	• Ultrasonic cleaner for surgical instruments (CSSD), stainless-steel tank (approx. 20–30 L or as specified) • Ultrasonic frequency approx. 35–40 kHz; adjustable heating (up to ~70°C); digital timer • Degas function, drain valve, lid and instrument basket • 230 V	**2**	36				
38	T1/ 45	**Ventilator Machines - Adult/Pediatric**	• ICU ventilator for adult and paediatric patients (with neonatal option preferred) • Turbine-driven or compressed-gas with built-in compressor; tidal volume ≈ 20–2,000 ml • Modes: VC, PC, PRVC, SIMV (VC/PC), CPAP/PSV, BiPAP/APRV, NIV with leak compensation, apnoea back-up; high-flow O2 therapy • Monitoring: pressure/flow/volume waveforms and loops, compliance, resistance, auto-PEEP, SpO2/EtCO2 (optional) • ≥ 15" colour touchscreen; heated humidifier; nebuliser; comprehensive alarms • Internal battery ≥ 60 min; trolley; IEC 60601-2-12 compliant	**18**	36				
39	T1/ 46	**Ventilator Machines - Neonatal (with built in compressor)**	• Neonatal ICU ventilator with built-in air compressor • Tidal volume from ≈ 2 ml; flow sensor at Y-piece; leak compensation • Modes: CMV/A-C, SIMV, PSV, volume guarantee (VG), CPAP, NIPPV/nCPAP; HFOV (preferred) • FiO2 21–100% with integrated O2 monitoring; heated humidifier with neonatal circuits • Waveforms and loops; comprehensive alarms; battery back-up; IEC 60601-2-12 compliant	**4**	36				
			IMAGING AND DIAGNOSTIC EQUIPMENT						
40		**Portable Digital X-Ray Machine**	Mobile/portable X-ray unit; high-frequency generator; adjustable kVp and mAs; digital compatibility (DR/CR); lightweight and maneuverable; battery or AC powered; radiation safety features; compliant with medical imaging standards	3	36				
41		**Obstetric Point Of**	Portable ultrasound system; suitable for obstetric imaging; real-time	8	36				

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		Care Ultrasound Machine	2D imaging; convex abdominal probe (3–5 MHz); battery and AC operation; digital display; image storage; measurement and reporting functions; CE/ISO certified						
42		**Ultrasound Machine**	Should support digital 3D/4D imaging,- 15'' colour monitor high resolution colour display 240ac power	11	36				
43		**X-Ray Film Viewer**	ONE SCREEN, WHITE LIGHT WITH SWITCH	3	36				
44		**X-ray Radiation Analyser**	Portable diagnostic X-ray quality-control analyser; measures kVp, exposure time, dose and dose rate; suitable for general radiography; digital display; calibrated measurement sensors; rechargeable battery; supplied with calibration certificate and user manual.	3	36				
45		**Clinical Microscope**	CX 23	17	36				
46		**Centrifuge**	24 cups	1	36				
47		**Otoscope**	Handheld diagnostic otoscope with LED or halogen illumination; magnifying lens; reusable or disposable speculum compatibility; assorted ear specula; rechargeable or replaceable battery power; durable handle and carry case.	5	36				
48		**Vein finder**	Portable near-infrared vein visualisation device; adjustable brightness; clear real-time vein display; suitable for adult and paediatric use; rechargeable battery; lightweight handheld design; supplied with charger and accessories.	84	36				
49		**Glucometer**	Portable blood glucose meter; compatible with readily available test strips and lancets; capillary whole-blood testing; digital display; rapid results; memory storage; automatic switch-off; supplied with control solution and starter accessories.	3	36				
50		**Infrared Gun Thermometer**	Non-contact infrared thermometer; temperature range 32°C–42.9°C; accuracy ±0.2°C; digital LCD display; memory storage; fast reading ≤1 sec	23	36				
51		**Patient Monitors**	Multi parameter patient monitor (ECG, Respiration, Temp, NIBP, SpO2 and PR monitoring portable with stand	15	36				
52		**Vital Sign Monitor On Trolley**	PORTABLE, TROLLEY MOUNTED, TEMP SKIN, NIBP, Adult and PAEDS, SPO2. 240 VAC 50 Hz	23	36				
53		**Stethoscope**	Acoustic stethoscope; dual-head chest piece; flexible latex-free tubing; soft replaceable ear tips; high acoustic sensitivity; CE/ISO certified Additional specification from another listing: Outer diameter 10mm, inner 4.8mm, tube length 560mm, spare ear buds and replaceable diaphragm material. single and dual headed	84	36				
54		**Pinard Fetoscope**	Acoustic fetal stethoscope; aluminium/stainless steel or medical-grade plastic; length 18–25 cm; high sound clarity; smooth, reusable, easy to disinfect Additional specification from another listing: Pinard Foetal	1	36				

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			stethoscope Plastic						
55		**Digital Fetal Doppler**	Handheld fetal heart rate detector; digital display; ultrasound probe 2–3 MHz; rechargeable battery; clear audio output; portable	42	36				
56		**CTG Machine**	Digital cardiotocograph with dual-channel monitoring of fetal heart rate and uterine contractions, clear display, built-in printer, alarms and rechargeable battery. Additional specification: Type Fetal CTG monitor (twin fetal monitor) 2 Parameters Monitored Fetal Heart Rate (FHR) + Uterine contractions (TOCO) 3 FHR Range 50 – 210 bpm (minimum) 4 Accuracy ±1 bpm or better 5 Transducers Ultrasound FHR probe + TOCO probe 6 Display High-resolution LCD/LED display 7 Display Data Real-time FHR trace and uterine contraction graph 8 Paper Recorder Built-in thermal printer (preferred) 9 Paper Width Standard 150 mm thermal paper 10 Alarm System Audible and visual alarms for abnormal FHR 11 Data Storage Internal memory or SD card storage (preferred) 12 Event Marker Fetal movement event marker button 13 Power Supply 220–240V AC, 50/60 Hz 14 Battery Backup Rechargeable battery (≥2 hours operation preferred) 15 Probe Technology Waterproof ultrasound probes 16 Signal Quality Automatic signal acquisition and noise filtering 17	3	36				
57		**BP Machine**	Blood Pressure Machine General Description: Device for measuring BP in infants/children. Specifications: Type: Manual (aneroid) or digital Cuff sizes: Neonatal, infant, child (multiple cuffs mandatory) Measurement range: 0–300 mmHg Accuracy: ±3 mmHg Inflation: Manual bulb (latex-free preferred) Display: Clear dial/digital screen Materials: Non-toxic, easy-clean cuffs Compliance: ISO 81060-1	10	36				
58		**Pulse oximeter (Adult)**	Handheld/finger-tip pulse oximeter for adult patients; measures SpO_2 and pulse rate; clear digital LED/OLED display; visual pulse waveform or signal indicator; low-battery indicator; automatic power-off; reusable sensor.	46	36				
59		**Pulse oximeter (Paedratic)**	Paediatric pulse oximeter with appropriately sized child probe; measures SpO_2 and pulse rate; clear digital display; audible/visual alarms preferred; low-perfusion signal detection; rechargeable or replaceable battery; suitable for continuous or spot monitoring.	84	36				
			MATERNAL, NEWBORN AND CHILD HEALTH EQUIPMENT						
60		**Baby Incubator**	Microprocessor-controlled temperature regulation, adjustable humidity, skin temperature monitoring, digital display, transparent canopy, adjustable mattress and audible/visual alarms. Safety features, castor wheels with brakes and operate on 220–240V AC, 50Hz. Additional specification from another listing: 3mode set temperature,air	13	36				

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			temp,baby temp,humidity is displayed B-1000gI						
61		**Baby Warmer**	- Radiant warmer with servo-controlled temperature regulation, skin temperature probe, digital display, adjustable heating, infant mattress, audible and visual alarms, examination light and castor wheels with brakes.	1	36				
62		**CPAP Machine**	Supply of a neonatal CPAP machine with adjustable pressure and oxygen concentration, flow control, digital display, alarms, humidifier and complete breathing circuit.	5	36				
63		**Neonatal Phototherapy Unit**	Phototherapy Unit LED phototherapy unit; blue light 430–490 nm; adjustable intensity; low heat emission; neonatal safety eye protection compatible Additional specification from another listing: Blue light phototherapy lightInfant Radiant Warmer with three Mode Control (pre-warm mode)	2	36				
64		**Neonatal Resuscitaire**	Radiant warmer–based neonatal resuscitaire; servo-controlled and manual modes; temperature range 32°C–38°C; skin temperature probe with digital display; audible & visual alarms; transparent infant tray; waterproof X-ray translucent mattress; oxygen inlet; air/oxygen blender 21%–100% (preferred); integrated flowmeter; trolley-mounted with lockable castors; 220–240 V AC; CE/ISO 13485 certified	3	36				
65		**Hydro-Electric Delivery Bed (5 Function)**	Supply of a five-function electrically operated obstetric delivery bed with adjustable height, backrest, Trendelenburg, leg section and delivery positioning. Complete with mattress, side rails, leg support	11	36				
66		**Adjustable Delivery Bed**	Multi-position delivery bed; adjustable backrest & leg sections; stainless steel frame; lithotomy poles; washable mattress; height adjustable	11	36				
67		**Gynaecological Couch**	Multifunctional gynecological couch - Electric operated Power rating 240 v AC - Adjustable height and backrest - castors with linear locking system - Height adjustable IV pole at least 2 hooks - Easily removable leg (stirrups holders) - Mattress 28 density foam upholstery of fabric or artificial leather	25	36				
68		**Gynecological Hydraulic Examination Couch**	Hydraulic height adjustment; heavy-duty steel frame; waterproof upholstery; adjustable backrest & leg section; adjustable stirrups; load capacity ≥180 kg; castors with brakes	30	36				
69		**Digital Infant Weighing Scale**	DIGITAL, maximum weight 20kg accuracy +2g Additional specification from another listing: Digital Additional specification from another listing: Specialized high precision tool designed to track new born weight gain. Curved High accuracy of within 10gms-50gms)	41	36				
70		**Paediatric Muac Tape**	Pediatric Additional specification from another listing: Color coded Flexible, non-stretch, retractable 150-205cmslong	42	36				

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71		**Adult Muac Tape**	Adult) Additional specification from another listing: Non tear, stretch resistant color-coded tapes	42	36				
72		**Vaccine Carrier**	WHO-prequalified vaccine carrier; insulated hard plastic body; cold life ≥24 hours at +2°C to +8°C; capacity suitable for outreach sessions; tight-fitting lid; shoulder strap; compatible with standard ice packs	1	36				
73		**Newborn Bassinet**	Type: Hospital newborn bassinet Material: Stainless steel frame + transparent crib Mobility: Castor wheels with brakes Mattress: Waterproof, removable Height: Adjustable Safety: Rounded edges	6	36				
74		**Baby cot**	Hospital-grade infant cot with sturdy metal frame; safe side rails; smooth, rounded edges; washable, non-toxic finish; firm waterproof mattress; stable base with lockable castors where mobile; suitable for newborn care.	16	36				
75		**Length Mat**	Foldable, portable infant length mats 110 cm in length	2	36				
76		**Height Board**	Wooden pediatric height boards 130cm long	2	36				
77		**PPIUD Pack**	Complete post-partum intrauterine contraceptive device insertion instrument pack; to include appropriate long placental/uterine forceps, ring forceps, speculum, scissors, kidney dish and instrument tray; reusable stainless-steel instruments, autoclavable; supplied complete and ready for sterilisation.	3	36				
78		**Vaginal examination pack**	Reusable stainless-steel vaginal examination instrument set comprising Cusco vaginal speculum (assorted sizes), sponge-holding forceps, kidney dish and gallipot; autoclavable; supplied in a suitable instrument tray.	8	36				
79		**Thermo ablation machine**	Portable thermal ablation device for treatment of cervical precancerous lesions; controlled treatment temperature and timed cycle; compatible treatment probes/applicators; clear status indicators; rechargeable or mains power; supplied with accessories, user manual and safety instructions.	2	36				
80		**MVA Kit**	Manual vacuum aspiration kit comprising manual vacuum aspirator, appropriate cannulae in assorted sizes, adaptors, tubing and required accessories; reusable components autoclavable; supplied in a protective storage case.	2	36				
			EMERGENCY, RESUSCITATION AND CRITICAL CARE EQUIPMENT						
81		**Oxygen Concetrator 10L/Min**	Perfusion 93-95% Long working hours. Silent, rated voltage 240VA	10	36				
82		**Ambu Bag Adult**	Ambu Bags With Masks - Adult bvm volume 1600-2000ml with mask size 4,5 reservior 2000-2500 vol	42	36				
83		**Ambu Bag Pead**	Ambu Bags with Masks – Child	42	36				

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84		**Ambu Bags With Masks – Neonate**	Ambu Bags With Masks - Neonate bvm 250-300mls mouth piece size 1,0,00	55	36				
85		**Compressor-Based Nebulizer**	10-15LT PER MINUTE 240 Vac 50 HZs-Compressor nebulizer; particle size ≤5 microns; continuous operation; low noise; adult and pediatric masks included; portable Perfusion 93-95% Long working hours. Silent, rated voltage 240VAC Additional specification from another listing: COMPRESSOR BASED JET NEBULIZER)	41	36				
86		**Electric Suction Machine**	Electric suction machine; adjustable vacuum ≥0.75 bar; collection jar ≥1L; overflow protection; low noise; portable; 220–240V AC Additional specification from another listing: ELECTRIC WITH 2LT SUCTION JAR twin bottle voltage rating 240VAC, suction capacity upto 600mhg Additional specification from another listing: Electrical: Housing: Plastic molded cabinet Capacity: -700 mm Hg ± 10 mm regulable, flutter free vacuum control knob, 35 L/min	7	36				
87		**Pediatric Suction Pumps**	Type: Electric or manual backup Vacuum range: 0–600 mmHg adjustable Flow rate: ≥15–20 L/min Noise level: <60 dB Collection jar: 1–2 L (graduated) Tubing: Medical-grade silicone Safety: Overflow protection Portability: Compact/with handle	84	36				
88		**Volumetric Infusion Pump**	Volumetric infusion pump; flow rate accuracy ±5%; occlusion alarm; battery backup ≥4 hrs; LCD display; IV set compatibility Additional specification from another listing: Digital volumetric infusion pump with adjustable flow rate, accurate fluid delivery, LCD display, occlusion and air-in-line detection, audible and visual alarms, battery backup and compatible infusion sets. Complete with accessories Additional specification from another listing: Flow rate: 0.1 – 1200 ml/hr Accuracy: ±5% Modes: Continuous infusion Bolus Display: LCD screen Alarm system: Occlusion Air-in-line Low battery Battery backup: ≥4–6 hours Compatibility: Standard IV sets Compliance: CE/ISO medical device standards	19	36				
89		**Resuscitation Tray**	Complete with lockable drawers and castors	40	36				
90		**Emergency Trolley**	Stainless steel for general purpose with shelfs and IV POLE	2	36				
91		**Emergency Drug Crush Cart**	Hospital-grade medication/crash cart with multiple drawers, central locking system, smooth-rolling castors with brakes, push handle and durable easy-to-clean surface; suitable for organised storage of emergency medicines and supplies.	40	36				
92		**Emergency Examination Light**	MOBILE EMERGENCY LIGHT , LED, voltage rating 240 VAC, shadow-free illumination	42	36				
93		**Emergency Light**	Rechargeable LED emergency light; automatic power failure activation; minimum 4–8 hrs backup; wall-mounted or portable	3	36				

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94		**Drip Stand**	2 HOOK, NON-ADJUSTABLE Additional specification from another listing: 2 HOOK, NON-ADJUSTABLE-Material: Stainless steel (grade 304 or equivalent) Height: Adjustable 120–220 cm Hooks: Minimum 2–4 hooks Base: 5-legged stable base with castors Mobility: Smooth rolling wheels, anti-tip design	92	36				
95		**Gas Cylinder Trolley**	Heavy-duty gas cylinder trolley sized for the specified cylinder; secure retaining chain or strap; sturdy steel frame; two or more robust wheels; stable handle; corrosion-resistant finish.	42	36				
			STERILIZATION, LAUNDRY AND SUPPORT EQUIPMENT						
96		**24-Litre Vertical Steam Autoclave**	Automatic vertical steam sterilizer for hospital/lab use. Key Specifications: Capacity: 24 litres (±5 L) Chamber material: Stainless steel (SUS304 or higher) Operating temperature: 121°C – 134°C Pressure: 0.22–0.23 MPa (approx. 2.2–2.3 bar) Control system: Digital/microprocessor-controlled Display: LCD/LED with cycle parameters Sterilization cycles: Programmable (wrapped/unwrapped/textiles) Drying system: Automatic Safety features: Over-pressure protection Over-temperature cut-off Door interlock system Power supply: 220 Additional specification from another listing: vertical Steam Steriliser	3	36				
97		**Cold Sterilizer (110 Plasma)**	Supply of a new low- temperature plasma sterilizer with minimum 110-litre chamber capacity, automated sterilization cycles, digital control panel, vacuum system, safety alarms and stainless-steel chamber. Suitable for heat-sensitive medical instruments.	10	36				
98		**Laundry Machine 30Kgs**	Heavy-duty industrial washing machine with 30kg washing capacity, stainless-steel drum, programmable wash cycles, automatic water control, hot and cold water connection, digital control panel and energy-efficient operation	14	36				
99		**Laundry Machine 65Kgs**	Heavy- duty industrial washing machine with 65kg washing capacity, stainless-steel drum, programmable wash cycles, automatic water control, hot and cold water connection, digital control panel and energy-efficient operation	2	36				
100		**Generators 50Kva**	Diesel-powered generator; rated output 50 KVA; 3-phase, 415 V; soundproof canopy; automatic voltage regulation; control panel with safety protections; fuel tank with minimum 8 hours runtime; suitable for hospital power backup	10	36				
101		**Freezer (-40)**	Laboratory/medical-grade deep freezer capable of maintaining -40°C or lower; insulated cabinet; digital temperature display and controller; high/low temperature alarm; lockable door; temperature monitoring; suitable for medical/laboratory storage.	1	36				

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102		**Refrigerators**	Medical-grade refrigerator; operating temperature +2°C to +8°C; digital temperature display and controller; high/low temperature alarm; lockable door; suitable capacity for facility requirements; reliable mains power with backup option where required.	14	36				
103		**Vaccine fridge**	Purpose-built vaccine refrigerator for routine immunisation programme; maintains +2°C to +8°C; digital temperature display and controller; high/low temperature alarm; lockable door; temperature monitoring/data logging preferred; suitable internal capacity for vaccine storage; mains power with backup option appropriate to facility needs.	39	36				
104		**Portable Coolers &vaccines carriers**	Insulated portable vaccine cooler/carrier with secure lid and carrying handle/strap; compatible with standard ice packs; maintains +2°C to +8°C for the manufacturer-stated cold-life period; durable, leak-resistant construction.	1	36				
105		**Biosafety Cabinet**	Class II biological safety cabinet, suitable for microbiological work; HEPA-filtered supply and exhaust air; front sash with airflow alarm; UV lamp and fluorescent/LED work light; stainless-steel work surface; compliant with applicable biosafety standards; installation and certification included.	14	36				
106		**Placenta Macerator 80Kgs**	Medical waste placenta macerator with minimum 80 kg processing capacity; enclosed corrosion-resistant chamber; safe loading and discharge arrangement; interlocked lid and emergency stop; controlled operating cycle; easy-to-clean construction; supplied with installation and operating instructions.	3	36				
			SURGICAL, PROCEDURE AND FAMILY PLANNING SETS						
107		**Delivery Instrument Set**	1 Tray 10*14, 2 straight artery forceps 8', cord scissors, episiotomy scissors, 2 needle holder 7 inches, 2 large kidney dish 10 inches, cord clamps, and 1 Gallipot Additional specification from another listing: 2 Straight artery forceps ,1 episiotomy scissor, 1 cord scissor, 2 needle holders, 2 big kidney dish, 1 big tray(10x14 inches), 1 galipot	2	36				
108		**Iucd Insertion Set**	Vaginal speculum – Cusco (metal or high-grade plastic) (1 pc) Uterine sound (graduated) (1 pc) Sponge holding forceps (Foerster or equivalent) (1 pc) Allis tissue forceps (1 pc) Tenaculum or vulsellum forceps (1 pc) Scissors (straight) (1 pc) Dressing forceps (1 pc) Additional specification from another listing: 1 Uterine sound, 1 tenaculum, 2 cuscos speculum, 2 sponge holding forceps, 1 straight scissor, galipot, kidney dish	15	36				
109		**Contraceptive Implant Insertion**	Family planning implant insertion kit; mosquito forceps, scalpel handle, blades, tissue forceps, scissors, sterile drapes; stainless steel	5	36				

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		Set	reusable instruments artery forceps – straight (1 pc) Mosquito artery forceps – curved (1 pc) Scalpel handle No. 3 (1 pc) Disposable sterile scalpel blades No. 11 or 15 (minimum 5 pcs) Tissue forceps (toothed or non-toothed) (1 pc) Needle holder (1 pc) Small scissors (1 pc) Additional specification from another listing: Galipot, kidney dish, 2 mosquito straight forcep						
110		**Basic Wound Dressing Set**	Tissue forceps (toothed or non-toothed) (1 pc) Needle holder (1 pc) Small scissors (1 pc)	4	36				
111		**Stitching Trays**	Needle holder (Mayo-Hegar or equivalent) – 1 pc Tissue forceps (toothed) – 1 pc Tissue forceps (non-toothed) – 1 pc Scissors (suture scissors or Mayo scissors) – 1 pc Artery forceps (mosquito or standard) – 2 pcs Needle holder (1 pc) Small scissors (1 pc)	20	36				
112		**Iucd Removal Sets**	Speculum, sponge holding forcep, alligator forcep	5	36				
113		**Implant Removal Sets**	Galipot,kidney dish,1 curved mosquito forcep, 1 straight mosquito forcep	5	36				
114		**Suturing set**	Complete suturing instrument set comprising needle holder, toothed and non-toothed tissue forceps, artery forceps and suture scissors; reusable surgical stainless steel; autoclavable; supplied in a sterilisation tray.	2	36				
115		**Tissue Forceps**	: Stainless steel Types: Toothed (1x2 teeth) and non-toothed Length: 12–15 cm Grip: Fine serrated grip for tissue handling	15	36				
116		**Gauzer cutter**	Stainless-steel gauze/bandage cutter with blunt protective tip; ergonomic handle; corrosion-resistant construction; reusable and autoclavable.	3	36				
			DENTAL EQUIPMENT AND INSTRUMENTS						
117		**Dental Chair**	controls and settings for efficiency - integration with other equipments - Optimized patient positioning for access and comfort - Materials upholstery designed for infection control and easy cleaning - Rated power 240 V AC - Adjustable up & down, back rest front and back - Have imaging system - Specific light - X ray viewer - Air compressor to provide air source of 550 Kpa- 800 Kpa	2	36				
118		**Dental Condenser**	Dental condenser/plugger instrument for compacting restorative materials; stainless steel working ends; ergonomic handle; autoclavable.	6	36				
119		**Light Curing Machine**	with detachable wireless charger halogen/led 400-500nm	6	36				
120		**Scaler Machine With Tips**	Portable scaler machine with portable water source power input 240v main unit inputs 24v…50hz….1.3A FREQUENCY 30KHZ	6	36				
121		**Hand Piece**	air pressure 200-250kpa flowing dry and clean	6	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
122		**Slow Speed Hand Piece**	Speed: 5,000 – 40,000 rpm Type: Air-driven or electric Compatibility: Standard dental micromotor Chuck system: Latch-type (RA burs) Noise: Low vibration and noise Sterilization: Autoclavable (≥134°C) Material: Stainless steel body	6	36				
123		**Round/ Straight Tissue Bars**	Dental matrix-retaining tissue bars, straight pattern; stainless-steel construction; smooth, corrosion-resistant finish; reusable and autoclavable; compatible with the specified dental matrix system. Supplier to state dimensions and compatible model.	6	36				
124		**Matrix Band & Holder**	Bands: Stainless steel, assorted sizes Thickness: ~0.0015–0.002 inch Holder: Reusable Tofflemire Use: Dental restorations Sterilization: Autoclavable	6	36				
125		**Dental Mirrors**	heavy duty stainless steel	6	36				
126		**Dental Probes**	heavy duty stainless steel	6	36				
127		**Excavator**	heavy duty stainless steel	6	36				
128		**Burnisher**	heavy duty stainless steel	6	36				
129		**Carver**	heavy duty stainless steel	6	36				
130		**Finishing Burs**	heavy duty stainless steel	6	36				
131		**K-F iles**	Material: Stainless steel or NiTi Sizes: ISO sizes #6–#40 (or full range) Length: 21 mm, 25 mm, 31 mm Sterile: Pre-sterilized or autoclavable Color-coded: ISO standard	6	36				
132		**Extraction**	heavy duty stainless steel	6	36				
133		**Spreaders**	heavy duty stainless steel	6	36				
134		**Spatulas**	heavy duty stainless steel	6	36				
135		**Tweezers**	heavy duty stainless steel	6	36				
136		**Upper Right Molar**	heavy duty stainless steel	6	36				
137		**Upper Left Molar**	heavy duty stainless steel	6	36				
138		**Upper Premolar**	heavy duty stainless steel	6	36				
139		**Upper Anterior**	heavy duty stainless steel	6	36				
140		**Lower Molars**	heavy duty stainless steel	6	36				
141		**Lower Premolars**	heavy duty stainless steel	6	36				
142		**Lower Anterior**	heavy duty stainless steel	6	36				
143		**Cow Horns Forceps**	heavy duty stainless steel	6	36				
144		**Straight Elevators**	heavy duty stainless steel	6	36				
145		**Right Cryer'S**	heavy duty stainless steel	6	36				
146		**Left Cryer'S**	heavy duty stainless steel	6	36				
147		**Extraction Forceps For Paeds:**	heavy duty stainless steel	6	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
148		**Upper Pedo Forcep Anterior**	heavy duty stainless steel	6	36				
149		**Upper Pedo Forcep Posterior**	heavy duty stainless steel	6	36				
150		**Lower Pedo Forcep Anterior**	heavy duty stainless steel	6	36				
151		**Lower Pedo Forcep Posterior**	heavy duty stainless steel	6	36				
			OTHER MEDICAL EQUIPMENT						
152		**Examination Lamp -Portable**	LED examination light; adjustable arm; high intensity cold light; mobile base; shadow-free illumination	4	36				
153		**Bp Machine With Adult Cuff**	Manual aneroid or digital; measurement range 0–300 mmHg; accuracy ±3 mmHg; adult-size cuff, latex-free; clear dial or LCD display; portable; CE/ISO certified	37	36				
154		**Pen torch**	Compact handheld diagnostic penlight with focused LED illumination; push-button switch; replaceable batteries; durable casing; pocket clip; supplied with batteries.	9	36				
155		**Static bicycle**	Stationary exercise bicycle for physiotherapy and rehabilitation; adjustable seat height and handlebar position; variable resistance control; stable non-slip base; pedals with secure foot straps; clear display for time, speed, distance and estimated calories; maximum user weight stated by manufacturer; durable frame and easy-to-clean surfaces.	1	36				
156		**Tent machine**	Portable medical/outreach tent suitable for temporary clinical services; weather-resistant, waterproof and UV-resistant canopy; sturdy corrosion-resistant frame; secure anchoring points and guy ropes; adequate ventilation; easy assembly and dismantling; supplied complete with carrying/storage bag and all fittings. Supplier to state dimensions and capacity.	1	36				
157		**Vacuum extractor (kiwi)**	Manual obstetric vacuum extraction system with Kiwi-type hand-held vacuum pump and pressure indicator; single-use or reusable system clearly specified; compatible soft obstetric vacuum cup(s) in appropriate sizes; controlled vacuum release; supplied complete with tubing, connectors and instructions for use; medical-grade materials and applicable medical-device conformity documentation.	21	36				
158		**Stretcher**	Hospital patient transport stretcher with sturdy corrosion-resistant frame; washable mattress; side safety rails; adjustable backrest; smooth-rolling castors with reliable brakes; safety straps; height suitable for patient transfer; load capacity of at least 150 kg or as	1	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
			specified by manufacturer.						
159		**Digital thermos hygrometer**	Digital temperature and relative-humidity meter; temperature and humidity displayed simultaneously; indoor temperature range suitable for healthcare environments; relative humidity range 10–99% RH or wider; stated measurement accuracy; minimum/maximum memory; clear LCD display; wall-mounting or tabletop option; battery powered.	5	36				
160		**Diagnostic Set (Assorted)**	Complete diagnostic set comprising handheld otoscope and ophthalmoscope; LED or equivalent illumination; rechargeable or replaceable battery handle; interchangeable specula in assorted sizes; focusing/dioptre adjustment for ophthalmoscope; supplied with carry case, user manual and applicable accessories.	1	36				

Total price for Lot 1 in words: ……

Name of Tenderer: ……..

Signature of authorized person: …… Date: …… Official stamp: ……

LOT 2 – MAINTENANCE, WORKSHOP AND GENERAL (NON – MEDICAL /SUPPORT) ITEMS

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
1	T1/25	**Laundry dryers (25kg)**	• Industrial tumble dryer, approx. 25 kg dry-linen capacity • Electric or steam heated (as per site utilities); stainless-steel drum, reversing action • Microprocessor control with programmable temperature/time and cool-down cycle; lint filter • Door safety interlock, over-temperature cut-out; 400 V 3-phase	**1**	36				
2	T1/26	**Laundry dryers (50kg)**	• Industrial tumble dryer, approx. 50 kg dry-linen capacity • Electric/steam/gas heated (as per site utilities); stainless-steel drum, reversing action • Programmable microprocessor control with cool-down cycle, lint filter, moisture sensing • Door safety interlock, over-temperature cut-out; 400 V 3-phase	**2**	36				
3	T1/27	**Laundry washing machine (30kg)**	• Industrial washer-extractor, approx. 30 kg dry-linen capacity, hospital-grade • Stainless-steel drum and outer tub; soft-mount high-speed extraction (G-factor ≥ 300) • Programmable microprocessor with thermal-disinfection programmes; automatic chemical dosing interface • Electric/steam heating; door interlock; 400 V 3-phase	**14**	36				
4	T1/28	**Laundry washing machine (65kg)**	• Industrial washer-extractor, approx. 65 kg dry-linen capacity, hospital-grade (barrier/pass-through type preferred) • Stainless-steel drum, high-speed extraction, soft-mount suspension • Programmable controls with thermal-disinfection cycles; automatic liquid-chemical dosing • Steam/electric heating; door interlock; 400 V 3-phase	**2**	36				
5	T1/29	**Modern Smokeless incinerator (100kg)**	• Double-chamber smokeless medical-waste incinerator, approx. 100 kg/hour (or batch) capacity • Primary chamber ≥ 850°C, secondary chamber ≥ 1,100°C with ≥ 2 s gas residence time • Diesel/gas burners with automatic temperature control; refractory lining; stack with emission control • Compliant with national environmental (NEMA/EPA) emission standards; installation and civil works as required	**1**	36				
6	T1/30	**Modern Smokeless incinerator (300kg)**	• Double-chamber smokeless medical-waste incinerator, approx. 300 kg/hour (or batch) capacity • Primary chamber ≥ 850°C, secondary chamber ≥ 1,100°C with ≥ 2 s gas residence time	**1**	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
			• Automatic burners and temperature control, ash-removal door, refractory lining, stack with scrubber/emission control • Compliant with national environmental emission standards; installation and civil works as required						
			GENERAL WARD, PATIENT SUPPORT AND FURNITURE						
7		**Folding Ward/Bed Privacy Screen**	Should be foldable, heavy gauge stainless steel frame, portable Additional specification from another listing: Frame: Powder-coated mild steel or stainless steel (Grade 304 preferred) Panels: 2–4 foldable panels with hinged or accordion design Screen Material: Fire-retardant, antimicrobial, washable fabric or PVC curtain Height: 150–180 cm Total Width: 180–240 cm (expandable/foldable design) Mobility: Heavy-duty castor wheels, minimum 2 with brakes Base: Stable H-frame or T-frame for anti-tip stability Finish: Rust-resistant, smooth hospital-grade finish Folding Mechanism: Fully collapsible for storage efficiency Cleaning Compatibility: Resistant to standard hospital disinfectants Color: Neutral hospital-approved colours (blue/green/white	46	36				
8		**Single-Crank Patient Bed**	Manual single crank hospital bed; steel frame; adjustable backrest; detachable side rails; waterproof mattress; castor wheels with brakes	95	36				
9		**Hospital Bed**	electric wg005-4)skd-C3 functions 2160x950x400-740 mm lxwxh	95	36				
10		**Examination Couch**	standard examination couch size 183L x50wx82hcm 150kg with 3 drawers	30	36				
11		**Patient Trolley**	Hospital patient transfer trolley with adjustable backrest; sturdy steel frame; washable mattress; side safety rails; smooth-rolling castors with central or individual brakes; IV pole and safety straps; load capacity suitable for adult patients.	3	36				
12		**Adult Wheelchair**	Manual adult size with leg rest Additional specification from another listing: Steel or aluminium frame; padded washable seat; detachable/fixed armrests; foldable footrests; rear wheels & front castors; hand brakes; load capacity ≥100 kg Additional specification from another listing: Standard with removable arm rest.	41	36				
13		**Bed Side Cabinet**	Material: Powder-coated steel frame with ABS or laminated top Features: At least 1 drawer + 1 cupboard with lock Mobility: Mounted on 4 castor wheels (2 with brakes) Finish: Rust-resistant, washable surfaces Dimensions: Standard hospital size approx. 45cm x 45cm x 80cm Color: Neutral (white/grey/blue)	44	36				
14		**Dressing trolley**	Stainless-steel dressing trolley with two or more shelves, raised edges, push handles and lockable castors; smooth, corrosion-resistant, easy-to-clean surfaces.	14	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No) & Remarks
15		**Mayo trolley**	Stainless-steel Mayo instrument stand with height-adjustable tray; stable wheeled base; lockable castors; removable stainless-steel tray; easy-to-clean construction.	2	36				
16		**Step stool**	Non-slip hospital step stool with sturdy metal frame; non-slip rubber-topped platform; stable base; rounded edges; load capacity suitable for adult patients; corrosion-resistant finish.	10	36				
17		**Dentist stool**	Height-adjustable dental operator stool with padded washable seat; stable five-star base; smooth-rolling castors; adjustable height and back support; easy-to-clean upholstery.	1	36				
18		**Linen/ Laundry Trolley**	Linen trolley (stainless steel patient ward room linen cart) 119cm*50cm*94.5cm with3 stackable shelf and a dirty linen bag/bin holder on castors	2	36				
19		**Weighing Scale With Heightometer**	with height meter, Adult Max weight 200kg, accuracy +5g	52	36				
20		**BMI Combo Scale**	Digital	1	36				
21		**Stadiometer**	Digital Body mass index stadiometers	2	36				
22		**Waist Circumference Tape**	FECCO 203,201	4	36				
23		**Body Fat Analysis Machine with Printer**	Digital body composition analyser measuring weight, body fat percentage and BMI; clear digital display; user profile/memory function; integrated or compatible printer; weighing capacity and accuracy stated by manufacturer; supplied with accessories.	1	36				
24		**Squeeze Ball**	Hand therapy/exercise squeeze ball made of non-toxic, washable, resilient material; comfortable grip; suitable resistance for rehabilitation exercises; durable and reusable.	2	36				
25		**Therapy band**	Latex-free or clearly labelled resistance exercise band; durable elastic material; suitable for physiotherapy and rehabilitation; supplied in a specified resistance level and practical length; washable and reusable.	1	36				
26		**Respiratory Timer**	Digital respiratory treatment timer for monitoring and timing respiratory therapy sessions; clear display; audible end-of-cycle alarm; simple controls; battery powered; portable and easy to clean.	52	36				

Total price for Lot 2 in words: ……

Name of Tenderer: ……..

Signature of authorized person: …… Date: …… Official stamp: ……

LOT 3 – AMBULANCES (ELECTRIC) WITH ADVANCED LIFE SUPPORT MEDICAL EQUIPMENT FOR MOMBASA COUNTY

S/ No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
1	T4/1	**EV Ambulances (Electric) with Advanced Life Support Medical Equipment for Mombasa County**	**A. GENERAL** • Brand-new, factory-built, battery-electric (BEV) van-type ambulance, complete with Advanced Life Support (ALS) medical equipment as listed in Part F • Right-hand drive (RHD); 4×2 drive **B. VEHICLE AND POWERTRAIN** • Wheelbase: approx. 3,050 mm • Overall dimensions (L × W × H): approx. 5,340 × 1,695 × 2,480 mm; flat roof • Gross vehicle weight (GVW): approx. 3,400 kg • Driver's cab: seating for 3 persons (including driver) • Electric drive motor: minimum 60 kW rated / 130 kW peak power; minimum 110 Nm rated / 330 Nm peak torque • Traction battery: lithium-ion, minimum 53.5 kWh capacity • Brakes: front and rear disc brakes with ABS • Air conditioning: front (cab) and rear (patient compartment) **C. EXTERIOR** • Ambulance exterior markings: 1 set (red cross, red and blue reflective stripes, Star of Life, etc.) • Warning light bar (100 W) and siren: 1 set (red and blue) • Auxiliary dome-type warning lamps: 2 pcs • Frosted film on the lower two-thirds of the patient compartment windows: 1 set **D. PATIENT COMPARTMENT** • Partition wall between driver's cab and patient compartment, with sliding window: 1 set • Medical-grade PVC flooring: 1 set • Medical treatment cabinet (right side): double-door base cabinet extending rearward from the side door: 1 set • Oxygen system: 10 L medical oxygen cylinder with mounting: 1 set • 3-person bench seat (left side) with 2-point seat belts: 1 set • Automatic-loading stretcher: 1 unit; stretcher compartment with rear flap: 1 set • Sliding infusion (IV) bottle holder: 1 pc • 2 kg fire extinguisher with bracket: 1 pc **E. ELECTRICAL SYSTEM**	**35**	36				

S/ No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
			• 1,000 W power inverter: 1 unit • Power distribution panel with 2 × 220 V sockets and 1 × 12 V socket: 1 set • Ceiling interior lighting: 1 set • UV disinfection lamp: 1 set **F. ADVANCED LIFE SUPPORT (ALS) MEDICAL EQUIPMENT (one of each item per ambulance)** 1. Waste bin – stainless steel, perforated, with removable bag system 2. 1 kg fire extinguisher 3. Patient examination light 4. Suction machine (12 V DC / 240 V AC) 5. Scoop stretcher 6. Spider strap restraint (for spine board) 7. Cervical collar 8. Patient transfer sheet 9. Trauma kit 10. Sphygmomanometer 11. Stethoscope 12. Spine board with straps 13. Head immobiliser 14. Contaminated waste container 15. Sager traction splint 16. Traction splint – adult 17. Resuscitator bag (bag-valve-mask) 18. Foldable stretcher 19. Laryngoscope 20. Extrication device 21. Sink with dirty-water collection system 22. Infusion pump 23. Defibrillator 24. Patient monitor with built-in ECG 25. Emergency transport ventilator						

Total price for Lot 3 in words: ……

Name of Tenderer: ……..

Signature of authorized person: …… Date: …… Official stamp: ……

LOT 4 – SPECIALISED AND HIGH-END MEDICAL EQUIPMENT FOR COUNTY HEALTH FACILITIES

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
1	T1/13	**ECG Machine on trolley**	• 12-channel interpretive ECG machine on mobile trolley • Simultaneous 12-lead acquisition with automatic measurement and interpretation (adult and paediatric) • Colour touch display ≥ 7"; built-in thermal printer (A4/Z-fold) • Filters: AC, EMG, baseline drift; pacemaker detection • Internal memory, USB/LAN export (PDF/XML/DICOM); rechargeable battery; IEC 60601-2-25 compliant	**10**	36				
2	T1/14	**Echocardiography Machines (Portable with Adult and Paediatric Probes)**	• Portable/laptop or compact cart-based colour Doppler echocardiography system • Modes: 2D, M-mode, colour Doppler, PW/CW Doppler, tissue Doppler imaging (TDI), harmonic imaging • Probes: adult phased array (approx. 1–5 MHz) and paediatric phased array (approx. 3–8 MHz); TEE probe as option • Cardiac measurement and calculation packages, strain imaging (optional), ECG module • Image storage, DICOM 3.0, USB/network export; battery operation; ≥ 15" monitor	**2**	36				
3	T1/16	**Electro Hydraulic Stainless Steel Theater Table (Neurosurgery attachments)**	• Electro-hydraulic stainless-steel operating table as per general table, with neurosurgery attachments • Neurosurgical skull clamp (Mayfield-type 3-pin) with adaptor, horse-shoe headrest, sitting/beach-chair positioning attachment • Radiolucent top for intra-operative imaging; fine head-section adjustments • Load capacity ≥ 250 kg; battery back-up	**1**	36				
4	T1/17	**Electro Hydraulic Stainless Steel Theater Table (Orthopedic attachments)**	• Electro-hydraulic stainless-steel operating table as per general table, with orthopaedic/traction attachments • Orthopaedic traction extension: leg traction units with boots (adult and paediatric), perineal post, hip and knee positioning • Radiolucent carbon-fibre extension compatible with C-arm imaging • Arm/hand surgery table, shoulder positioner; load capacity ≥ 250 kg	**1**	36				
5	T1/18	**Endoscopy Tower (Gastro/Colono/Duodeno Set)**	• Complete HD/4K video endoscopy tower for upper GI, lower GI and ERCP • Video processor: Full HD or 4K, with image enhancement (narrow-band / virtual chromoendoscopy), white balance, freeze	**3**	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
			and image capture • Light source: LED or xenon (≥ 300 W equivalent), with automatic brightness control • Medical-grade monitor ≥ 26" Full HD/4K; endoscopy cart with isolation transformer • Video gastroscope (working channel ≈ 2.8 mm, insertion tube ≈ 9–10 mm), video colonoscope (working length ≈ 1,330–1,700 mm, channel ≈ 3.2–3.7 mm) and video duodenoscope (side-viewing, elevator, channel ≈ 4.2 mm) • CO2 insufflator, water/irrigation pump, suction unit, high-frequency electrosurgical unit with APC (optional) • Image capture/recording and reporting software with DICOM output; leak tester • Accessories: biopsy forceps, polypectomy snares, injection needles, cleaning brushes; endoscope storage cabinet; training and warranty on scopes						
6	T1/19	**ENT Surgical Tower (Endoscopy System for ENT)**	• Complete HD ENT endoscopy/surgical tower • Full HD 3-chip or CMOS camera control unit with camera head, image capture/recording • LED light source (≥ 175 W xenon equivalent) with fibre-optic light cables • 26" medical-grade HD monitor; mobile cart with isolation transformer • Rigid sinus endoscopes 0°, 30°, 45°, 70° (4 mm and 2.7 mm), otoscopes and laryngeal telescope (70°/90°) • Microdebrider/shaver system with sinus blades and irrigation pump; ENT suction • FESS instrument set (Blakesley forceps, through-cut forceps, sickle knives, Freer elevator, suction tubes); sterilisation trays • Optional: flexible video nasopharyngolaryngoscope and navigation compatibility	**2**	36				
7	T1/20	**High-End Anesthesia Machines & Patient Monitors**	ANAESTHESIA MACHINE (high-end): • Integrated anaesthesia workstation with 3 gases (O2, N2O, Air); electronic or precision flowmeters; auxiliary O2 flowmeter • Two vaporiser mounts (Selectatec-type) with isoflurane and sevoflurane vaporisers • Electronically controlled ventilator: VCV, PCV, PCV-VG, SIMV, PSV, CPAP/PS, manual/spontaneous; tidal volume ≈ 20–1,500 ml	**2**	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
			(neonatal to adult) • Low-flow capable, autoclavable integrated breathing system, CO2 absorber; hypoxic guard (ORC), O2 failure alarm • Gas module: EtCO2, FiO2, N2O, anaesthetic agent auto-identification and MAC; spirometry loops • Battery back-up ≥ 30 min PATIENT MONITOR (high-end, OT): • 15"+ touchscreen; ECG (3/5/12-lead with ST and arrhythmia analysis), SpO2, NIBP, 2 x IBP, 2 x Temp, EtCO2; optional BIS, NMT, cardiac output • Trends ≥ 72 h, central-station networking, HL7; IEC 60601 compliant						
8	T1/21	**Hydro-electric delivery bed (5 function)**	• Electro-hydraulic/motorised 5-function delivery bed (labour, delivery and recovery) • Functions: height, backrest, leg/foot section, Trendelenburg/reverse Trendelenburg, chair position; detachable/retractable foot section • Leg supports/stirrups, hand grips, IV pole, side rails, removable stainless-steel drainage basin • Hand-held control, battery back-up; central-locking castors; load capacity ≥ 200 kg; washable mattress	**21**	36				
9	T1/33	**Operating light LED Two flower**	• Ceiling-mounted LED operating light, twin dome (main ≥ 160,000 lux, satellite ≥ 120,000 lux) • Colour temperature approx. 4,000–5,000 K, CRI ≥ 95; adjustable light-field diameter • Shadow-free illumination, low heat at surgeon's head; LED life ≥ 40,000 h • Sterilisable handles; optional integrated HD camera; emergency battery back-up	**1**	36				
10	T1/44	**Ultrasound Machines (High-End for Interventional Radiology)**	• High-end colour Doppler ultrasound system for interventional radiology and general/vascular imaging • ≥ 21" high-resolution monitor, touch-screen control panel; ≥ 4 active probe ports • Modes: B, M, colour/power Doppler, PW/CW Doppler, tissue harmonics, compound imaging, elastography (shear wave and strain), contrast-enhanced ultrasound (CEUS), 3D/4D • Probes: convex (1–6 MHz), linear (4–15/18 MHz), phased array, endocavity, and needle-guide kits for each	**2**	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
			• Needle visualisation enhancement, fusion imaging with CT/MRI (preferred), biopsy/ablation guidance software • Reporting, DICOM 3.0, PACS connectivity; UPS						
11	T2/105	**BTL series short wave**	Shortwave diathermy unit (BTL series or equivalent), 27.12 MHz, continuous and pulsed output (≈ 400 W peak), capacitive plates and inductive drum electrode, timer, articulated arms	**2**	36				
12	T2/106	**BTL series traction table diathermy**	Motorised traction table with integrated traction unit (BTL series or equivalent): cervical and lumbar traction, static/intermittent modes, force up to ≈ 90 kg, multi-section height-adjustable table with accessories	**1**	36				
13	T2/107	**BTL series ultrasound machine**	Therapeutic ultrasound unit (BTL series or equivalent), 1 and 3 MHz, continuous/pulsed, intensity up to ≈ 2–3 W/cm², with large and small heads, programmable protocols	**2**	36				
14	T2/120	**DENTAL XRAY**	Intra-oral dental X-ray unit (wall-mounted or mobile), DC high-frequency, 60–70 kV, focal spot ≈ 0.4–0.7 mm, rectangular collimation option; with digital intra-oral sensor/PSP system preferred	**2**	36				
15	T3/338	**Cardiac Output & Echo Machines (ICU bedside)**	ICU bedside cardiac output monitor and echocardiography: portable echo with TTE (phased array) and TEE probes, cardiac calculations; non-invasive/minimally invasive CO monitoring	**1**	36				
16	T3/415	**Digital OPG Machine**	Digital panoramic (OPG) X-ray, 60–90 kV, CMOS/CCD sensor, paediatric/TMJ programs, DICOM	**1**	36				
17	T3/416	**Digital OT Recording System (video-assisted teaching)**	Digital OT video recording and streaming system for teaching (HD capture, archiving)	**1**	36				
18	T3/462	**Endoscopic Camera & Light Source Towers**	• Endoscopic HD/4K camera and LED light-source tower (multi-specialty): CCU with camera head, light source, 26"+ monitor, recording, cart with isolation transformer	**1**	36				
19	T3/468	**Endoscopic Ultrasound (EUS) System**	• Endoscopic ultrasound (EUS): radial and linear-array echoendoscopes, dedicated ultrasound processor with Doppler/elastography • FNA/FNB needles (19/22/25G); compatible video processor	**1**	36				
20	T3/470	**Endoscopic/ Laparoscopic Tower**	• HD/4K endoscopic/laparoscopic tower: CCU and camera head, LED light source, 26"+ monitor, CO2 insufflator (≥ 40 L/min), suction-irrigation, recording • Telescopes 10 mm and 5 mm (0°/30°), instrument set; cart	**2**	36				
21	T3/5	**Intramedullary**	Intramedullary nailing instrument systems (femur, tibia, humerus),	**1**	36				

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty	Duration of Lease (in Months)	Brand, Model & Country of Origin Offered	Unit Price per Month (KES)	Total price for whole lease period (KES)	Compliance (Yes/No)& Remarks
	84	**Nailing Systems (Femur, Tibia, Humerus)**	targeting jigs, reamers; implants on consignment						
22	T3/590	**Isolator Unit (aseptic, oncology)**	Aseptic oncology isolator (negative pressure), HEPA, glove ports, pass box	**1**	36				
23	T3/644	**MRI (3T, oncology protocol)**	MRI 3.0T (oncology protocol): • Superconducting magnet 3.0T, bore ≥ 70 cm, gradients ≥ 45 mT/m, slew rate ≥ 200 T/m/s • Multi-channel RF (≥ 64-channel) coils: head-neck, body, spine, breast, prostate, extremity • Oncology: DWI/DWIBS, perfusion (DCE/DSC), spectroscopy, whole-body imaging; cardiac, neuro and MSK packages • RF shielding, chiller, UPS, MRI-compatible injector and monitor; turnkey installation, training, warranty	**1**	36				
24	T3/646	**MRI compatible monitor**	MRI-conditional patient monitor: ECG, SpO2, NIBP, EtCO2, IBP (wireless), for 1.5T/3T	**1**	36				
25	T3/658	**Negative Pressure Wound Therapy (VAC systems)**	Negative pressure wound therapy (VAC) units: continuous/intermittent −25 to −200 mmHg, canisters, dressings	**1**	36				
26	T3/659	**Negative Pressure Wound Therapy Units**	NPWT unit: −25 to −200 mmHg continuous/intermittent, portable, battery ≥ 12 h, canisters (300–800 ml), foam dressing kits	**1**	36				
27	T3/709	**Paediatric Echocardiography Machine**	Paediatric echocardiography machine: phased-array probes (paediatric and neonatal), TEE option, cardiac packages	**1**	36				
28	T3/763	**Pituitary MRI (shared with Radiology)**	Pituitary MRI protocol licence/package on radiology MRI (dynamic contrast, thin-slice sellar imaging)	**1**	36				
29	T3/780	**Portable Chest X-ray (shared with Radiology)**	Mobile digital chest X-ray unit, ≥ 20–32 kW, wireless DR detector ≈ 35 x 43 cm, motorised, battery-operated, DICOM	**1**	36				
30	T3/783	**Portable Echocardiography Machines**	Portable echocardiography: 2D, M-mode, colour, PW/CW Doppler, TDI, adult and paediatric phased-array probes, ECG	**1**	36				

Total price for Lot 4 in words: ……

Name of Tenderer: ……..

Signature of authorized person: …… Date: …… Official stamp: ……

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

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

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

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

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

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

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

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

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

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

TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

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

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

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

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

I/We, the undersigned, declare that:

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

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

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) Thirty days after the expiration of our Tender.

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

Signed:……..……..

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

Name: …….

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

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

Seal or stamp

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

OWNER'S AUTHORIZATION

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

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

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

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

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

Entity] WHEREAS

We.....*[insert complete name of Manufacturer],* who are official manufacturers of.....*[insert type of Lease Items 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 Lease Items, manufactured by us *[insert name and or brief description of the Lease Items],* 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 Lease Items offered by the above firm.

Signed: .....*[insert signature(s) of authorized representative(s) of the Owner]*

Name: .....*[insert complete name(s) of authorized representative(s) of the Owner]*

Title: ..... *[insert title]*

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

PART 2 - LEASE REQUIREMENTS

SECTION VI - SCHEDULE OF REQUIREMENTS

NOTES FOR PREPARING THE SCHEDULE OF REQUIREMENTS

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the Lease Items and services to be supplied and the delivery schedule.

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

The date or period for lease should be carefully specified, considering (a) the implications of lease terms stipulated in the Instructions to tenderers; (b) the date prescribed here in from which the Procuring Entity's payment obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, etc.).

2. Technical Specifications

2.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Lease Items and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:

i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.

ii) The TS shall require that all Lease Items and materials to be incorporated in the Lease Items be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.

iv) The PPRA encourages the use of metric units.

v) Standardizing technical specifications may be advantageous, depending on the complexity of the Lease Items and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Lease Items.

vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.

vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.

viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

a) Standards of materials and workmanship required for the production and manufacturing of the Lease Items.

b) Any sustainable procurement technical requirements shall be clearly specified.

2.2 The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. Tenderers may be invited to offer Lease Items that exceeds the specified minimum sustainable procurement requirements.

2.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

2.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.

2.5 If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications - The Lease Items and Related Services shall comply with following Technical Specifications and Standards

SCOPE OF SERVICES

1.0 Introduction

The County Government of Mombasa intends to engage a qualified and experienced medical equipment provider for the provision of medical equipment to designated public health facilities under a lease-to-own arrangement.

The successful tenderer shall be responsible for the financing, supply, delivery, installation, testing, commissioning, maintenance and technical support of the medical equipment throughout the contract period. The arrangement shall ensure that the County has access to modern, reliable and functional medical equipment without necessarily incurring the full upfront acquisition cost.

The payments to the successful tenderer shall be linked to funds received by the County from the Social Health Authority (SHA) in respect of the services provided under the arrangement.

The equipment shall be provided in accordance with the technical specifications, quantities, delivery schedules and other requirements set out in this tender document.

2.0 Scope of Services

The scope of services shall include, but not be limited to, the following:

1. **Supply and Delivery:** Supply and deliver the specified medical equipment, accessories and related components to the designated health facilities in accordance with the technical specifications and delivery schedule.

2. **Installation and Commissioning:** Install, configure, test and commission all equipment to ensure that it is fully functional and ready for use.

3. **Training:** Provide comprehensive training to healthcare personnel, biomedical engineers and other relevant staff on the proper operation, handling, routine maintenance and safety requirements of the equipment.

4. **Maintenance and Technical Support:** Undertake preventive and corrective maintenance throughout the lease period, including servicing, repairs and replacement of defective components at no additional cost, as provided in the contract.

5. **Warranty and After-Sales Support:** Provide a comprehensive warranty and technical support throughout the agreed period, ensuring timely response to equipment breakdowns and other technical issues.

6. **Availability of Spare Parts and Accessories:** Ensure continuous availability of genuine spare parts, accessories and consumables necessary for the proper functioning of the equipment, as specified in the tender document.

7. **Regulatory Compliance:** Ensure that all equipment supplied complies with applicable Kenyan regulatory requirements, relevant medical equipment standards and manufacturer specifications.

8. **Performance Monitoring:** Conduct periodic inspections and provide maintenance reports, equipment performance reports and service records to the designated County representatives.

9. **Ownership Transfer:** Upon successful completion of the lease period and fulfilment of all contractual payment obligations, transfer full ownership of the equipment to the County Government of Mombasa without additional charges, except as expressly provided in the contract.

10. **Decommissioning and Replacement:** Where equipment becomes irreparable or consistently fails to meet the required performance standards, provide appropriate replacement in accordance with the terms of the contract.

2.1 General technical requirements applicable to all equipment

No.	Requirement	Minimum technical specification
1	Equipment condition	New, unused, current production model and not refurbished or reconditioned.
2	Regulatory compliance	Compliant with applicable Kenya medical device regulatory requirements and relevant international standards.
3	Quality certification	Manufacturer to hold ISO 13485 certification or an equivalent recognized quality

		management certification.
4	Electrical requirements	Compatible with Kenya's 240V, 50Hz electrical supply, with appropriate protection against power fluctuations.
5	Installation	Supplier to undertake delivery, installation, testing and commissioning at designated health facilities.
6	Accessories	Supply all essential accessories, cables, probes, attachments and components required for full functionality.
7	User training	Comprehensive training for clinical users, biomedical engineers and relevant technical personnel.
8	Preventive maintenance	Scheduled preventive maintenance throughout the lease period, in accordance with manufacturer recommendations.
9	Corrective maintenance	Timely response and repair of equipment breakdowns, including replacement of defective components.
10	Spare parts	Guaranteed availability of genuine spare parts throughout the lease period and an agreed period thereafter.
11	Warranty	Comprehensive warranty covering parts, labour and technical support during the agreed period.
12	Uptime	Minimum equipment availability of 95%, excluding agreed scheduled maintenance.
13	Documentation	Supply user manuals, service manuals, maintenance schedules and equipment operating instructions.
14	Ownership transfer	Equipment ownership to transfer to the County upon fulfilment of all contractual and financial obligations.
15	Performance Monitoring	Conduct periodic inspections and provide maintenance reports, equipment performance reports and service records to the designated County representatives.
16	Decommissioning and Replacement	Where equipment becomes irreparable or consistently fails to meet the required performance standards, provide appropriate replacement in accordance with the terms of the contract

2.2 Equipment-specific technical specifications

LOT 1 – MEDICAL EQUIPMENT FOR LEVEL 2,3,4 AND 5 HEALTH FACILITIES

LOT 2 – MAINTENANCE, WORKSHOP AND GENERAL (NON – MEDICAL /SUPPORT) ITEMS

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
1	T1/1	**Autoclave Sterilizer (Large 250L)**	• Horizontal/front-loading steam autoclave, approx. 250 L chamber, AISI 316L stainless steel, double door (pass-through) preferred for CSSD • Pre-vacuum (fractionated) cycle, Class B; 121°C and 134°C programmes; Bowie-Dick, vacuum leak and flash cycles • Built-in or external electric steam generator; microprocessor control with touch screen, cycle printer/data logging • Safety door interlocks, over-pressure and over-temperature protection; EN 285 / ISO 17665 compliant; 400 V 3-phase	**2**
3	T1/3	**Baby incubator**	• Servo-controlled neonatal intensive care incubator, double-walled transparent hood • Air and skin temperature control (approx. 23–39°C) with skin probe; servo humidity control (up to ~85% RH); optional O2 control • Integrated weighing scale preferred; tilting mattress tray, iris ports, access doors on both sides • Alarms: high/low temperature, probe failure, power failure, airflow, fan failure; battery back-up • Height-adjustable trolley with lockable castors; IEC 60601-2-19 compliant	**9**
4	T1/4	**Baby warmer**	• Open-care infant radiant warmer with servo (skin) and manual modes, quartz/ceramic heater • Tilting bassinet with drop-down transparent side panels, X-ray cassette tray • Integrated APGAR timer, examination light; optional built-in weighing scale • Alarms for over-temperature, probe failure, power failure; IEC 60601-2-21 compliant	**14**
6	T1/6	**Cold sterilizer (110L Plasma)**	• Low-temperature hydrogen peroxide gas plasma sterilizer, approx. 100–110 L chamber • Cycles: standard, advanced (lumens/flexible scopes), express; cycle time ≤ 60 min for standard load • Suitable for heat- and moisture-sensitive instruments (endoscopes, cameras, optics, electronics); no toxic residues • Automatic H2O2 cassette/cartridge loading, touch-screen control, cycle printer and data logging • Biological and chemical indicator compatibility; IEC/ISO 14937 compliant; 230/400 V	**15**
7	T1/7	**CPAP Machine**	• Neonatal/paediatric CPAP system (bubble CPAP or flow-driver CPAP), with air–oxygen blender • CPAP range approx. 2–10 cm H2O; flow 0–15 L/min; FiO2 21–100% • Heated humidifier with servo temperature control; nasal prongs and masks in assorted sizes • Pressure monitoring with high/low pressure and disconnection alarms • Mobile stand; IEC 60601 compliant	**10**
8	T1/8	**CTG Machine**	• Twin-foetal cardiotocograph (CTG) monitor for antepartum and intrapartum monitoring • Parameters: FHR (ultrasound, twin), TOCO, foetal movement; optional maternal SpO2/NIBP/ECG • 8"+ colour display; built-in thermal printer (Z-fold paper) • Waterproof transducers, FHR alarms, data storage, network/central station connectivity option • AC/battery operation	**12**
9	T1/9	**Defibrillator machine**	• Biphasic defibrillator-monitor, energy 1–200/360 J (biphasic), adult and paediatric energy settings • Manual and AED modes; synchronised cardioversion • Monitoring: 3/5-lead ECG, SpO2; optional NIBP, EtCO2; non-invasive transcutaneous pacing • External adult/paediatric paddles, colour display, built-in recorder/printer • Rechargeable Li-ion battery (≥ 100 shocks at max. energy); charge to max. energy ≤ 7 s; IEC 60601-2-4 compliant	**10**
10	T1/10	**Digital Mammography Machine**	• Full-field digital mammography (FFDM) system for screening and diagnosis • Detector: amorphous selenium (direct conversion) flat panel, approx. 24 x 30 cm, pixel size ≤ 100 µm • X-ray tube: dual-track anode (Mo/Rh or W/Rh/Ag), dual focal spot (0.1/0.3 mm); generator approx. 22–49 kV • Motorised compression with automatic decompression; isocentric C-arm rotation;	**1**

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
			magnification and spot compression paddles • Automatic exposure control (AEC); option for digital breast tomosynthesis (DBT) and stereotactic biopsy • Acquisition workstation and dual 5 MP diagnostic reporting workstation with CAD software; DICOM 3.0, PACS/RIS integration • Radiation shielding screen, QA phantoms; IEC 60601-2-45 compliant	
15	T1/15	**Electro Hydraulic Stainless Steel Theater Table (General)**	• Electro-hydraulic general surgery operating table, stainless-steel (AISI 304) construction • Radiolucent table top (for C-arm), 4–5 sections with detachable head and leg plates • Motorised height, Trendelenburg/reverse Trendelenburg (≈ ±25°), lateral tilt (≈ ±20°), back and leg section adjustment, kidney elevator • Corded hand control with battery back-up; central floor lock • Load capacity ≥ 250 kg; standard accessories: arm boards, anaesthesia screen, lithotomy leg holders, shoulder and body supports	**1**
22	T1/22	**Indirect Ophthalmoscopes**	• Binocular indirect ophthalmoscope, head-mounted, LED illumination • Adjustable pupillary distance, small-pupil viewing, diffuser, cobalt-blue, red-free and yellow filters • Rechargeable battery with charger/wall unit; supplied with 20D and 28D condensing lenses, scleral depressor and teaching mirror (optional)	**1**
24	T1/24	**Laparoscopy Tower (Complete HD Laproscopic Surgery Set)**	• Complete Full HD/4K laparoscopic surgery tower for general, gynaecological and urological laparoscopy • Camera system: Full HD (1080p) 3-chip or 4K CMOS camera control unit and autoclavable camera head with integrated controls; image capture and video recording (USB/network) • Light source: LED (≥ 175–300 W xenon equivalent), lamp life ≥ 30,000 h; fibre-optic light cables • Medical-grade monitor ≥ 26" Full HD/4K; trolley with isolation transformer and shelves • Electronic CO2 insufflator: flow 0–40/45 L/min, pressure 0–30 mmHg, gas heating, smoke evacuation, pressure safety • Suction-irrigation pump • Electrosurgical unit (monopolar/bipolar) with vessel-sealing (≥ 7 mm vessels) capability • Telescopes: 10 mm 0° and 30°, 5 mm 30° (autoclavable HD optics) • Hand instruments (5 mm, rotatable, insulated): Maryland dissector, atraumatic and traumatic graspers, Babcock, scissors (Metzenbaum, hook), needle holders (2), clip applicator (medium-large), suction-irrigation cannula, L-hook and spatula electrodes, fan retractor, specimen retrieval • Trocars: 10/12 mm (x3) and 5 mm (x3) reusable with reducers; Veress needles (2); sterilisation trays • Training, installation and warranty	**4**
25	T1/31	**Neurosurgery Operating Microscope**	• Floor-standing neurosurgical operating microscope with motorised zoom and focus • Magnification approx. 1.8x–12x (zoom 1:6), working distance approx. 200–500 mm (motorised variofocus) • Illumination: xenon (≥ 300 W) or high-power LED with backup lamp; automatic intensity control • Binocular main observer tube (0–180° inclinable) and assistant/side observer tubes • Electromagnetic brakes, balanced suspension arm, mouth switch and hand-grip controls • Integrated Full HD/4K camera and recording; option for ICG/fluorescence (ICG, 5-ALA) modules and neuronavigation integration • Sterile drapes, ceiling- or floor-stand; IEC 60601 compliant	**1**
29	T1/35	**Patient Monitor (Wall Mounted, 7 Parameter)**	• Wall-mounted multiparameter patient monitor, 7 parameters • ECG (3/5-lead, arrhythmia and ST analysis), respiration, SpO2, NIBP, 2 x temperature, IBP (1–2 channels) and/or EtCO2 • 12"+ colour touch display; trends ≥ 72 h; alarms (audible/visual, 3-level) • Wall-mounting bracket; battery back-up; central monitoring connectivity (wired/Wi-Fi); IEC 60601 compliant	**23**
30	T1/36	**Pet/CT Scan + Cyclotron with infrastructure**	PET/CT SCANNER: • Digital PET/CT with ≥ 64-slice CT; PET detector: LYSO/LSO with SiPM (digital) technology, time-of-flight (TOF ≤ 400 ps) • PET axial field of view ≥ 20 cm; spatial resolution ≤ 4 mm; respiratory gating;	**1**

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
			iterative reconstruction (PSF + TOF) • CT: generator ≥ 80 kW, gantry bore ≥ 70 cm, iterative dose reduction • Clinical workstations for oncology, cardiology and neurology; PACS/RIS integration CYCLOTRON & RADIOPHARMACY: • Medical cyclotron (≈ 11–18 MeV proton) for F-18 FDG and other PET isotopes; self-shielded or vault-installed • FDG synthesis module(s), hot cells, dose calibrator, dispensing unit, QC equipment (HPLC, GC, TLC) INFRASTRUCTURE: • Radiation-shielded vault and rooms, HVAC with pressure cascade, power conditioning/UPS, radiation monitoring • Turnkey design, regulatory licensing, installation, training and multi-year service	
33	T1/40	**Resuscitaire**	• Neonatal resuscitation unit (resuscitaire) with radiant warmer • Servo/manual temperature control with skin probe; tilting bassinet; X-ray cassette tray • Integrated T-piece resuscitator (PIP/PEEP), air–oxygen blender, flowmeter, neonatal suction (adjustable vacuum) • APGAR timer, examination lamp; O2 and air cylinder holders; IEC 60601-2-21 compliant	**4**
36	T1/43	**Ultrasonic washers**	• Ultrasonic cleaner for surgical instruments (CSSD), stainless-steel tank (approx. 20–30 L or as specified) • Ultrasonic frequency approx. 35–40 kHz; adjustable heating (up to ~70°C); digital timer • Degas function, drain valve, lid and instrument basket • 230 V	**2**
38	T1/45	**Ventilator Machines - Adult/Pediatric**	• ICU ventilator for adult and paediatric patients (with neonatal option preferred) • Turbine-driven or compressed-gas with built-in compressor; tidal volume ≈ 20–2,000 ml • Modes: VC, PC, PRVC, SIMV (VC/PC), CPAP/PSV, BiPAP/APRV, NIV with leak compensation, apnoea back-up; high-flow O2 therapy • Monitoring: pressure/flow/volume waveforms and loops, compliance, resistance, auto-PEEP, SpO2/EtCO2 (optional) • ≥ 15" colour touchscreen; heated humidifier; nebuliser; comprehensive alarms • Internal battery ≥ 60 min; trolley; IEC 60601-2-12 compliant	**18**
39	T1/46	**Ventilator Machines - Neonatal (with built in compressor)**	• Neonatal ICU ventilator with built-in air compressor • Tidal volume from ≈ 2 ml; flow sensor at Y-piece; leak compensation • Modes: CMV/A-C, SIMV, PSV, volume guarantee (VG), CPAP, NIPPV/nCPAP; HFOV (preferred) • FiO2 21–100% with integrated O2 monitoring; heated humidifier with neonatal circuits • Waveforms and loops; comprehensive alarms; battery back-up; IEC 60601-2-12 compliant	**4**
			IMAGING AND DIAGNOSTIC EQUIPMENT	
40		**Portable Digital X-Ray Machine**	Mobile/portable X-ray unit; high-frequency generator; adjustable kVp and mAs; digital compatibility (DR/CR); lightweight and maneuverable; battery or AC powered; radiation safety features; compliant with medical imaging standards	3
41		**Obstetric Point Of Care Ultrasound Machine**	Portable ultrasound system; suitable for obstetric imaging; real-time 2D imaging; convex abdominal probe (3–5 MHz); battery and AC operation; digital display; image storage; measurement and reporting functions; CE/ISO certified	8
42		**Ultrasound Machine**	Should support digital 3D/4D imaging,- 15'' colour monitor high resolution colour display 240ac power	11
43		**X-Ray Film Viewer**	ONE SCREEN, WHITE LIGHT WITH SWITCH	3
44		**X-ray Radiation Analyser**	Portable diagnostic X-ray quality-control analyser; measures kVp, exposure time, dose and dose rate; suitable for general radiography; digital display; calibrated measurement sensors; rechargeable battery; supplied with calibration certificate and user manual.	3
45		**Clinical Microscope**	CX 23	17
46		**Centrifuge**	24 cups	1
47		**Otoscope**	Handheld diagnostic otoscope with LED or halogen illumination; magnifying lens; reusable or disposable speculum compatibility; assorted ear specula; rechargeable or	5

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
			replaceable battery power; durable handle and carry case.	
48		**Vein finder**	Portable near-infrared vein visualisation device; adjustable brightness; clear real-time vein display; suitable for adult and paediatric use; rechargeable battery; lightweight handheld design; supplied with charger and accessories.	84
49		**Glucometer**	Portable blood glucose meter; compatible with readily available test strips and lancets; capillary whole-blood testing; digital display; rapid results; memory storage; automatic switch-off; supplied with control solution and starter accessories.	3
50		**Infrared Gun Thermometer**	Non-contact infrared thermometer; temperature range 32°C–42.9°C; accuracy ±0.2°C; digital LCD display; memory storage; fast reading ≤1 sec	23
51		**Patient Monitors**	Multi parameter patient monitor (ECG, Respiration, Temp, NIBP, SpO2 and PR monitoring portable with stand	15
52		**Vital Sign Monitor On Trolley**	PORTABLE, TROLLEY MOUNTED, TEMP SKIN, NIBP, Adult and PAEDS, SPO2. 240 VAC 50 Hz	23
53		**Stethoscope**	Acoustic stethoscope; dual-head chest piece; flexible latex-free tubing; soft replaceable ear tips; high acoustic sensitivity; CE/ISO certified Additional specification from another listing: Outer diameter 10mm, inner 4.8mm, tube length 560mm, spare ear buds and replaceable diaphragm material. single and dual headed	84
54		**Pinard Fetoscope**	Acoustic fetal stethoscope; aluminium/stainless steel or medical-grade plastic; length 18–25 cm; high sound clarity; smooth, reusable, easy to disinfect Additional specification from another listing: Pinard Foetal stethoscope Plastic	1
55		**Digital Fetal Doppler**	Handheld fetal heart rate detector; digital display; ultrasound probe 2–3 MHz; rechargeable battery; clear audio output; portable	42
56		**CTG Machine**	Digital cardiotocograph with dual-channel monitoring of fetal heart rate and uterine contractions, clear display, built-in printer, alarms and rechargeable battery. Additional specification: Type Fetal CTG monitor (twin fetal monitor) 2 Parameters Monitored Fetal Heart Rate (FHR) + Uterine contractions (TOCO) 3 FHR Range 50 – 210 bpm (minimum) 4 Accuracy ±1 bpm or better 5 Transducers Ultrasound FHR probe + TOCO probe 6 Display High-resolution LCD/LED display 7 Display Data Real-time FHR trace and uterine contraction graph 8 Paper Recorder Built-in thermal printer (preferred) 9 Paper Width Standard 150 mm thermal paper 10 Alarm System Audible and visual alarms for abnormal FHR 11 Data Storage Internal memory or SD card storage (preferred) 12 Event Marker Fetal movement event marker button 13 Power Supply 220–240V AC, 50/60 Hz 14 Battery Backup Rechargeable battery (≥2 hours operation preferred) 15 Probe Technology Waterproof ultrasound probes 16 Signal Quality Automatic signal acquisition and noise filtering 17	3
57		**BP Machine**	Blood Pressure Machine General Description: Device for measuring BP in infants/children. Specifications: Type: Manual (aneroid) or digital Cuff sizes: Neonatal, infant, child (multiple cuffs mandatory) Measurement range: 0–300 mmHg Accuracy: ±3 mmHg Inflation: Manual bulb (latex-free preferred) Display: Clear dial/digital screen Materials: Non-toxic, easy-clean cuffs Compliance: ISO 81060-1	10
58		**Pulse oximeter (Adult)**	Handheld/finger-tip pulse oximeter for adult patients; measures SpO_2 and pulse rate; clear digital LED/OLED display; visual pulse waveform or signal indicator; low-battery indicator; automatic power-off; reusable sensor.	46
59		**Pulse oximeter (Paedratic)**	Paediatric pulse oximeter with appropriately sized child probe; measures SpO_2 and pulse rate; clear digital display; audible/visual alarms preferred; low-perfusion signal detection; rechargeable or replaceable battery; suitable for continuous or spot monitoring.	84
			MATERNAL, NEWBORN AND CHILD HEALTH EQUIPMENT	
60		**Baby Incubator**	Microprocessor-controlled temperature regulation, adjustable humidity, skin temperature monitoring, digital display, transparent canopy, adjustable mattress and audible/visual alarms. Safety features, castor wheels with brakes and operate on 220–240V AC, 50Hz. Additional specification from another listing: 3mode set temperature,air temp,baby temp,humidity is displayed B-1000gI	13
61		**Baby Warmer**	- Radiant warmer with servo-controlled temperature regulation, skin temperature probe, digital display, adjustable heating, infant mattress, audible and visual alarms, examination light and castor wheels with brakes.	1
62		**CPAP Machine**	Supply of a neonatal CPAP machine with adjustable pressure and oxygen concentration, flow control, digital display, alarms, humidifier and complete breathing circuit.	5
63		**Neonatal Phototherapy Unit**	Phototherapy Unit LED phototherapy unit; blue light 430–490 nm; adjustable intensity; low heat emission; neonatal safety eye protection compatible Additional specification from another listing: Blue light phototherapy lightInfant Radiant Warmer with three Mode Control (pre-warm mode)	2

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
64		**Neonatal Resuscitaire**	Radiant warmer–based neonatal resuscitaire; servo-controlled and manual modes; temperature range 32°C–38°C; skin temperature probe with digital display; audible & visual alarms; transparent infant tray; waterproof X-ray translucent mattress; oxygen inlet; air/oxygen blender 21%–100% (preferred); integrated flowmeter; trolley-mounted with lockable castors; 220–240 V AC; CE/ISO 13485 certified	3
65		**Hydro-Electric Delivery Bed (5 Function)**	Supply of a five-function electrically operated obstetric delivery bed with adjustable height, backrest, Trendelenburg, leg section and delivery positioning. Complete with mattress, side rails, leg support	11
66		**Adjustable Delivery Bed**	Multi-position delivery bed; adjustable backrest & leg sections; stainless steel frame; lithotomy poles; washable mattress; height adjustable	11
67		**Gynaecological Couch**	Multifunctional gynecological couch - Electric operated Power rating 240 v AC - Adjustable height and backrest - castors with linear locking system - Height adjustable IV pole at least 2 hooks - Easily removable leg (stirrups holders) - Mattress 28 density foam upholstery of fabric or artificial leather	25
68		**Gynecological Hydraulic Examination Couch**	Hydraulic height adjustment; heavy-duty steel frame; waterproof upholstery; adjustable backrest & leg section; adjustable stirrups; load capacity ≥180 kg; castors with brakes	30
69		**Digital Infant Weighing Scale**	DIGITAL, maximum weight 20kg accuracy +2g Additional specification from another listing: Digital Additional specification from another listing: Specialized high precision tool designed to track new born weight gain. Curved High accuracy of within 10gms-50gms)	41
70		**Paediatric Muac Tape**	Pediatric Additional specification from another listing: Color coded Flexible, non-stretch, retractable 150-205cmslong	42
71		**Adult Muac Tape**	Adult) Additional specification from another listing: Non tear, stretch resistant color-coded tapes	42
72		**Vaccine Carrier**	WHO-prequalified vaccine carrier; insulated hard plastic body; cold life ≥24 hours at +2°C to +8°C; capacity suitable for outreach sessions; tight-fitting lid; shoulder strap; compatible with standard ice packs	1
73		**Newborn Bassinet**	Type: Hospital newborn bassinet Material: Stainless steel frame + transparent crib Mobility: Castor wheels with brakes Mattress: Waterproof, removable Height: Adjustable Safety: Rounded edges	6
74		**Baby cot**	Hospital-grade infant cot with sturdy metal frame; safe side rails; smooth, rounded edges; washable, non-toxic finish; firm waterproof mattress; stable base with lockable castors where mobile; suitable for newborn care.	16
75		**Length Mat**	Foldable, portable infant length mats 110 cm in length	2
76		**Height Board**	Wooden pediatric height boards 130cm long	2
77		**PPIUD Pack**	Complete post-partum intrauterine contraceptive device insertion instrument pack; to include appropriate long placental/uterine forceps, ring forceps, speculum, scissors, kidney dish and instrument tray; reusable stainless-steel instruments, autoclavable; supplied complete and ready for sterilisation.	
78		**Vaginal examination pack**	Reusable stainless-steel vaginal examination instrument set comprising Cusco vaginal speculum (assorted sizes), sponge-holding forceps, kidney dish and gallipot; autoclavable; supplied in a suitable instrument tray.	8
79		**Thermo ablation machine**	Portable thermal ablation device for treatment of cervical precancerous lesions; controlled treatment temperature and timed cycle; compatible treatment probes/applicators; clear status indicators; rechargeable or mains power; supplied with accessories, user manual and safety instructions.	2
80		**MVA Kit**	Manual vacuum aspiration kit comprising manual vacuum aspirator, appropriate cannulae in assorted sizes, adaptors, tubing and required accessories; reusable components autoclavable; supplied in a protective storage case.	2
			EMERGENCY, RESUSCITATION AND CRITICAL CARE EQUIPMENT	
81		**Oxygen Concetrator 10L/Min**	Perfusion 93-95% Long working hours. Silent, rated voltage 240VA	10
82		**Ambu Bag Adult**	Ambu Bags With Masks - Adult bvm volume 1600-2000ml with mask size 4,5 reservior 2000-2500 vol	42
83		**Ambu Bag Pead**	Ambu Bags with Masks – Child	42
84		**Ambu Bags With Masks – Neonate**	Ambu Bags With Masks - Neonate bvm 250-300mls mouth piece size 1,0,00	55

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
85		**Compressor-Based Nebulizer**	10-15LT PER MINUTE 240 Vac 50 HZs-Compressor nebulizer; particle size ≤5 microns; continuous operation; low noise; adult and pediatric masks included; portable Perfusion 93-95% Long working hours. Silent, rated voltage 240VAC Additional specification from another listing: COMPRESSOR BASED JET NEBULIZER)	41
86		**Electric Suction Machine**	Electric suction machine; adjustable vacuum ≥0.75 bar; collection jar ≥1L; overflow protection; low noise; portable; 220–240V AC Additional specification from another listing: ELECTRIC WITH 2LT SUCTION JAR twin bottle voltage rating 240VAC, suction capacity upto 600mhg Additional specification from another listing: Electrical: Housing: Plastic molded cabinet Capacity: -700 mm Hg ± 10 mm regulable, flutter free vacuum control knob, 35 L/min	7
87		**Pediatric Suction Pumps**	Type: Electric or manual backup Vacuum range: 0–600 mmHg adjustable Flow rate: ≥15–20 L/min Noise level: <60 dB Collection jar: 1–2 L (graduated) Tubing: Medical-grade silicone Safety: Overflow protection Portability: Compact/with handle	84
88		**Volumetric Infusion Pump**	Volumetric infusion pump; flow rate accuracy ±5%; occlusion alarm; battery backup ≥4 hrs; LCD display; IV set compatibility Additional specification from another listing: Digital volumetric infusion pump with adjustable flow rate, accurate fluid delivery, LCD display, occlusion and air-in-line detection, audible and visual alarms, battery backup and compatible infusion sets. Complete with accessories Additional specification from another listing: Flow rate: 0.1 – 1200 ml/hr Accuracy: ±5% Modes: Continuous infusion Bolus Display: LCD screen Alarm system: Occlusion Air-in-line Low battery Battery backup: ≥4–6 hours Compatibility: Standard IV sets Compliance: CE/ISO medical device standards	19
89		**Resuscitation Tray**	Complete with lockable drawers and castors	40
90		**Emergency Trolley**	Stainless steel for general purpose with shelfs and IV POLE	2
91		**Emergency Drug Crush Cart**	Hospital-grade medication/crash cart with multiple drawers, central locking system, smooth-rolling castors with brakes, push handle and durable easy-to-clean surface; suitable for organised storage of emergency medicines and supplies.	40
92		**Emergency Examination Light**	MOBILE EMERGENCY LIGHT , LED, voltage rating 240 VAC, shadow-free illumination	42
93		**Emergency Light**	Rechargeable LED emergency light; automatic power failure activation; minimum 4–8 hrs backup; wall-mounted or portable	3
94		**Drip Stand**	2 HOOK, NON-ADJUSTABLE Additional specification from another listing: 2 HOOK, NON-ADJUSTABLE-Material: Stainless steel (grade 304 or equivalent) Height: Adjustable 120–220 cm Hooks: Minimum 2–4 hooks Base: 5-legged stable base with castors Mobility: Smooth rolling wheels, anti-tip design	92
95		**Gas Cylinder Trolley**	Heavy-duty gas cylinder trolley sized for the specified cylinder; secure retaining chain or strap; sturdy steel frame; two or more robust wheels; stable handle; corrosion-resistant finish.	42
			STERILIZATION, LAUNDRY AND SUPPORT EQUIPMENT	
96		**24-Litre Vertical Steam Autoclave**	Automatic vertical steam sterilizer for hospital/lab use. Key Specifications: Capacity: 24 litres (±5 L) Chamber material: Stainless steel (SUS304 or higher) Operating temperature: 121°C – 134°C Pressure: 0.22–0.23 MPa (approx. 2.2–2.3 bar) Control system: Digital/microprocessor-controlled Display: LCD/LED with cycle parameters Sterilization cycles: Programmable (wrapped/unwrapped/textiles) Drying system: Automatic Safety features: Over-pressure protection Over-temperature cut-off Door interlock system Power supply: 220 Additional specification from another listing: vertical Steam Steriliser	3
97		**Cold Sterilizer (110 Plasma)**	Supply of a new low- temperature plasma sterilizer with minimum 110-litre chamber capacity, automated sterilization cycles, digital control panel, vacuum system, safety alarms and stainless-steel chamber. Suitable for heat-sensitive medical instruments.	10
98		**Laundry Machine 30Kgs**	Heavy-duty industrial washing machine with 30kg washing capacity, stainless-steel drum, programmable wash cycles, automatic water control, hot and cold water connection, digital control panel and energy-efficient operation	14
99		**Laundry Machine 65Kgs**	Heavy- duty industrial washing machine with 65kg washing capacity, stainless-steel drum, programmable wash cycles, automatic water control, hot and cold water connection, digital control panel and energy-efficient operation	2
100		**Generators 50Kva**	Diesel-powered generator; rated output 50 KVA; 3-phase, 415 V; soundproof canopy; automatic voltage regulation; control panel with safety protections; fuel tank with minimum 8 hours runtime; suitable for hospital power backup	10
101		**Freezer (-40)**	Laboratory/medical-grade deep freezer capable of maintaining -40°C or lower; insulated cabinet; digital temperature display and controller; high/low temperature alarm; lockable door; temperature monitoring; suitable for medical/laboratory storage.	1

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
102		**Refrigerators**	Medical-grade refrigerator; operating temperature +2°C to +8°C; digital temperature display and controller; high/low temperature alarm; lockable door; suitable capacity for facility requirements; reliable mains power with backup option where required.	14
103		**Vaccine fridge**	Purpose-built vaccine refrigerator for routine immunisation programme; maintains +2°C to +8°C; digital temperature display and controller; high/low temperature alarm; lockable door; temperature monitoring/data logging preferred; suitable internal capacity for vaccine storage; mains power with backup option appropriate to facility needs.	39
104		**Portable Coolers &vaccines carriers**	Insulated portable vaccine cooler/carrier with secure lid and carrying handle/strap; compatible with standard ice packs; maintains +2°C to +8°C for the manufacturer-stated cold-life period; durable, leak-resistant construction.	1
105		**Biosafety Cabinet**	Class II biological safety cabinet, suitable for microbiological work; HEPA-filtered supply and exhaust air; front sash with airflow alarm; UV lamp and fluorescent/LED work light; stainless-steel work surface; compliant with applicable biosafety standards; installation and certification included.	14
106		**Placenta Macerator 80Kgs**	Medical waste placenta macerator with minimum 80 kg processing capacity; enclosed corrosion-resistant chamber; safe loading and discharge arrangement; interlocked lid and emergency stop; controlled operating cycle; easy-to-clean construction; supplied with installation and operating instructions.	3
			SURGICAL, PROCEDURE AND FAMILY PLANNING SETS	
107		**Delivery Instrument Set**	1 Tray 10*14, 2 straight artery forceps 8', cord scissors, episiotomy scissors, 2 needle holder 7 inches, 2 large kidney dish 10 inches, cord clamps, and 1 Gallipot Additional specification from another listing: 2 Straight artery forceps ,1 episiotomy scissor, 1 cord scissor, 2 needle holders, 2 big kidney dish, 1 big tray(10x14 inches), 1 galipot	2
108		**Iucd Insertion Set**	Vaginal speculum – Cusco (metal or high-grade plastic) (1 pc) Uterine sound (graduated) (1 pc) Sponge holding forceps (Foerster or equivalent) (1 pc) Allis tissue forceps (1 pc) Tenaculum or vulsellum forceps (1 pc) Scissors (straight) (1 pc) Dressing forceps (1 pc) Additional specification from another listing: 1 Uterine sound, 1 tenaculum, 2 cuscos speculum, 2 sponge holding forceps, 1 straight scissor, galipot, kidney dish	15
109		**Contraceptive Implant Insertion Set**	Family planning implant insertion kit; mosquito forceps, scalpel handle, blades, tissue forceps, scissors, sterile drapes; stainless steel reusable instruments artery forceps – straight (1 pc) Mosquito artery forceps – curved (1 pc) Scalpel handle No. 3 (1 pc) Disposable sterile scalpel blades No. 11 or 15 (minimum 5 pcs) Tissue forceps (toothed or non-toothed) (1 pc) Needle holder (1 pc) Small scissors (1 pc) Additional specification from another listing: Galipot, kidney dish, 2 mosquito straight forcep	5
110		**Basic Wound Dressing Set**	Tissue forceps (toothed or non-toothed) (1 pc) Needle holder (1 pc) Small scissors (1 pc)	4
111		**Stitching Trays**	Needle holder (Mayo-Hegar or equivalent) – 1 pc Tissue forceps (toothed) – 1 pc Tissue forceps (non-toothed) – 1 pc Scissors (suture scissors or Mayo scissors) – 1 pc Artery forceps (mosquito or standard) – 2 pcs Needle holder (1 pc) Small scissors (1 pc)	20
112		**Iucd Removal Sets**	Speculum, sponge holding forcep, alligator forcep	5
113		**Implant Removal Sets**	Galipot,kidney dish,1 curved mosquito forcep, 1 straight mosquito forcep	5
114		**Suturing set**	Complete suturing instrument set comprising needle holder, toothed and non-toothed tissue forceps, artery forceps and suture scissors; reusable surgical stainless steel; autoclavable; supplied in a sterilisation tray.	2
115		**Tissue Forceps**	: Stainless steel Types: Toothed (1x2 teeth) and non-toothed Length: 12–15 cm Grip: Fine serrated grip for tissue handling	15
116		**Gauzer cutter**	Stainless-steel gauze/bandage cutter with blunt protective tip; ergonomic handle; corrosion-resistant construction; reusable and autoclavable.	3
			DENTAL EQUIPMENT AND INSTRUMENTS	
117		**Dental Chair**	controls and settings for efficiency - integration with other equipments - Optimized patient positioning for access and comfort - Materials upholstery designed for infection control and easy cleaning - Rated power 240 V AC - Adjustable up & down, back rest front and back - Have imaging system - Specific light - X ray viewer - Air compressor to provide air source of 550 Kpa- 800 Kpa	2
118		**Dental Condenser**	Dental condenser/plugger instrument for compacting restorative materials; stainless steel working ends; ergonomic handle; autoclavable.	6

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
119		**Light Curing Machine**	with detachable wireless charger halogen/led 400-500nm	6
120		**Scaler Machine With Tips**	Portable scaler machine with portable water source power input 240v main unit inputs 24v…50hz….1.3A FREQUENCY 30KHZ	6
121		**Hand Piece**	air pressure 200-250kpa flowing dry and clean	6
122		**Slow Speed Hand Piece**	Speed: 5,000 – 40,000 rpm Type: Air-driven or electric Compatibility: Standard dental micromotor Chuck system: Latch-type (RA burs) Noise: Low vibration and noise Sterilization: Autoclavable (≥134°C) Material: Stainless steel body	6
123		**Round/ Straight Tissue Bars**	Dental matrix-retaining tissue bars, straight pattern; stainless-steel construction; smooth, corrosion-resistant finish; reusable and autoclavable; compatible with the specified dental matrix system. Supplier to state dimensions and compatible model.	6
124		**Matrix Band & Holder**	Bands: Stainless steel, assorted sizes Thickness: ~0.0015–0.002 inch Holder: Reusable Tofflemire Use: Dental restorations Sterilization: Autoclavable	6
125		**Dental Mirrors**	heavy duty stainless steel	6
126		**Dental Probes**	heavy duty stainless steel	6
127		**Excavator**	heavy duty stainless steel	6
128		**Burnisher**	heavy duty stainless steel	6
129		**Carver**	heavy duty stainless steel	6
130		**Finishing Burs**	heavy duty stainless steel	6
131		**K-F iles**	Material: Stainless steel or NiTi Sizes: ISO sizes #6–#40 (or full range) Length: 21 mm, 25 mm, 31 mm Sterile: Pre-sterilized or autoclavable Color-coded: ISO standard	6
132		**Extraction**	heavy duty stainless steel	6
133		**Spreaders**	heavy duty stainless steel	6
134		**Spatulas**	heavy duty stainless steel	6
135		**Tweezers**	heavy duty stainless steel	6
136		**Upper Right Molar**	heavy duty stainless steel	6
137		**Upper Left Molar**	heavy duty stainless steel	6
138		**Upper Premolar**	heavy duty stainless steel	6
139		**Upper Anterior**	heavy duty stainless steel	6
140		**Lower Molars**	heavy duty stainless steel	6
141		**Lower Premolars**	heavy duty stainless steel	6
142		**Lower Anterior**	heavy duty stainless steel	6
143		**Cow Horns Forceps**	heavy duty stainless steel	6
144		**Straight Elevators**	heavy duty stainless steel	6
145		**Right Cryer'S**	heavy duty stainless steel	6
146		**Left Cryer'S**	heavy duty stainless steel	6
147		**Extraction Forceps For Paeds:**	heavy duty stainless steel	6
148		**Upper Pedo Forcep Anterior**	heavy duty stainless steel	6
149		**Upper Pedo Forcep Posterior**	heavy duty stainless steel	6
150		**Lower Pedo Forcep Anterior**	heavy duty stainless steel	6
151		**Lower Pedo Forcep Posterior**	heavy duty stainless steel	6
			OTHER MEDICAL EQUIPMENT	
152		**Examination Lamp -Portable**	LED examination light; adjustable arm; high intensity cold light; mobile base; shadow-free illumination	4
153		**Bp Machine With Adult Cuff**	Manual aneroid or digital; measurement range 0–300 mmHg; accuracy ±3 mmHg; adult-size cuff, latex-free; clear dial or LCD display; portable; CE/ISO certified	37
154		**Pen torch**	Compact handheld diagnostic penlight with focused LED illumination; push-button switch; replaceable batteries; durable casing; pocket clip; supplied with batteries.	9
155		**Static bicycle**	Stationary exercise bicycle for physiotherapy and rehabilitation; adjustable seat height and handlebar position; variable resistance control; stable non-slip base; pedals with secure foot straps; clear display for time, speed, distance and estimated calories; maximum user weight stated by manufacturer; durable frame and easy-to-clean	1

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
			surfaces.	
156		**Tent machine**	Portable medical/outreach tent suitable for temporary clinical services; weather-resistant, waterproof and UV-resistant canopy; sturdy corrosion-resistant frame; secure anchoring points and guy ropes; adequate ventilation; easy assembly and dismantling; supplied complete with carrying/storage bag and all fittings. Supplier to state dimensions and capacity.	1
157		**Vacuum extractor (kiwi)**	Manual obstetric vacuum extraction system with Kiwi-type hand-held vacuum pump and pressure indicator; single-use or reusable system clearly specified; compatible soft obstetric vacuum cup(s) in appropriate sizes; controlled vacuum release; supplied complete with tubing, connectors and instructions for use; medical-grade materials and applicable medical-device conformity documentation.	21
158		**Stretcher**	Hospital patient transport stretcher with sturdy corrosion-resistant frame; washable mattress; side safety rails; adjustable backrest; smooth-rolling castors with reliable brakes; safety straps; height suitable for patient transfer; load capacity of at least 150 kg or as specified by manufacturer.	1
159		**Digital thermos hygrometer**	Digital temperature and relative-humidity meter; temperature and humidity displayed simultaneously; indoor temperature range suitable for healthcare environments; relative humidity range 10–99% RH or wider; stated measurement accuracy; minimum/maximum memory; clear LCD display; wall-mounting or tabletop option; battery powered.	5
160		**Diagnostic Set (Assorted)**	Complete diagnostic set comprising handheld otoscope and ophthalmoscope; LED or equivalent illumination; rechargeable or replaceable battery handle; interchangeable specula in assorted sizes; focusing/dioptre adjustment for ophthalmoscope; supplied with carry case, user manual and applicable accessories.	1

LOT 2 – MAINTENANCE, WORKSHOP AND GENERAL (NON – MEDICAL /SUPPORT) ITEMS

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
1	T1/25	**Laundry dryers (25kg)**	• Industrial tumble dryer, approx. 25 kg dry-linen capacity • Electric or steam heated (as per site utilities); stainless-steel drum, reversing action • Microprocessor control with programmable temperature/time and cool-down cycle; lint filter • Door safety interlock, over-temperature cut-out; 400 V 3-phase	**1**
2	T1/26	**Laundry dryers (50kg)**	• Industrial tumble dryer, approx. 50 kg dry-linen capacity • Electric/steam/gas heated (as per site utilities); stainless-steel drum, reversing action • Programmable microprocessor control with cool-down cycle, lint filter, moisture sensing • Door safety interlock, over-temperature cut-out; 400 V 3-phase	**2**
3	T1/27	**Laundry washing machine (30kg)**	• Industrial washer-extractor, approx. 30 kg dry-linen capacity, hospital-grade • Stainless-steel drum and outer tub; soft-mount high-speed extraction (G-factor ≥ 300) • Programmable microprocessor with thermal-disinfection programmes; automatic chemical dosing interface • Electric/steam heating; door interlock; 400 V 3-phase	**14**
4	T1/28	**Laundry washing machine (65kg)**	• Industrial washer-extractor, approx. 65 kg dry-linen capacity, hospital-grade (barrier/pass-through type preferred) • Stainless-steel drum, high-speed extraction, soft-mount suspension • Programmable controls with thermal-disinfection cycles; automatic liquid-chemical dosing • Steam/electric heating; door interlock; 400 V 3-phase	**2**
5	T1/29	**Modern Smokeless incinerator (100kg)**	• Double-chamber smokeless medical-waste incinerator, approx. 100 kg/hour (or batch) capacity • Primary chamber ≥ 850°C, secondary chamber ≥ 1,100°C with ≥ 2 s gas residence time • Diesel/gas burners with automatic temperature control; refractory lining; stack with emission control • Compliant with national environmental (NEMA/EPA) emission standards; installation and civil works as required	**1**
6	T1/30	**Modern Smokeless**	• Double-chamber smokeless medical-waste incinerator, approx. 300 kg/hour (or batch) capacity	**1**

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
		incinerator (300kg)	• Primary chamber ≥ 850°C, secondary chamber ≥ 1,100°C with ≥ 2 s gas residence time • Automatic burners and temperature control, ash-removal door, refractory lining, stack with scrubber/emission control • Compliant with national environmental emission standards; installation and civil works as required	
			GENERAL WARD, PATIENT SUPPORT AND FURNITURE	
7		**Folding Ward/Bed Privacy Screen**	Should be foldable, heavy gauge stainless steel frame, portable Additional specification from another listing: Frame: Powder-coated mild steel or stainless steel (Grade 304 preferred) Panels: 2–4 foldable panels with hinged or accordion design Screen Material: Fire-retardant, antimicrobial, washable fabric or PVC curtain Height: 150–180 cm Total Width: 180–240 cm (expandable/foldable design) Mobility: Heavy-duty castor wheels, minimum 2 with brakes Base: Stable H-frame or T-frame for anti-tip stability Finish: Rust-resistant, smooth hospital-grade finish Folding Mechanism: Fully collapsible for storage efficiency Cleaning Compatibility: Resistant to standard hospital disinfectants Color: Neutral hospital-approved colours (blue/green/white	46
8		**Single-Crank Patient Bed**	Manual single crank hospital bed; steel frame; adjustable backrest; detachable side rails; waterproof mattress; castor wheels with brakes	95
9		**Hospital Bed**	electric wg005-4)skd-C3 functions 2160x950x400-740 mm lxwxh	95
10		**Examination Couch**	standard examination couch size 183L x50wx82hcm 150kg with 3 drawers	30
11		**Patient Trolley**	Hospital patient transfer trolley with adjustable backrest; sturdy steel frame; washable mattress; side safety rails; smooth-rolling castors with central or individual brakes; IV pole and safety straps; load capacity suitable for adult patients.	3
12		**Adult Wheelchair**	Manual adult size with leg rest Additional specification from another listing: Steel or aluminium frame; padded washable seat; detachable/fixed armrests; foldable footrests; rear wheels & front castors; hand brakes; load capacity ≥100 kg Additional specification from another listing: Standard with removable arm rest.	41
13		**Bed Side Cabinet**	Material: Powder-coated steel frame with ABS or laminated top Features: At least 1 drawer + 1 cupboard with lock Mobility: Mounted on 4 castor wheels (2 with brakes) Finish: Rust-resistant, washable surfaces Dimensions: Standard hospital size approx. 45cm x 45cm x 80cm Color: Neutral (white/grey/blue)	44
14		**Dressing trolley**	Stainless-steel dressing trolley with two or more shelves, raised edges, push handles and lockable castors; smooth, corrosion-resistant, easy-to-clean surfaces.	14
15		**Mayo trolley**	Stainless-steel Mayo instrument stand with height-adjustable tray; stable wheeled base; lockable castors; removable stainless-steel tray; easy-to-clean construction.	2
16		**Step stool**	Non-slip hospital step stool with sturdy metal frame; non-slip rubber-topped platform; stable base; rounded edges; load capacity suitable for adult patients; corrosion-resistant finish.	10
17		**Dentist stool**	Height-adjustable dental operator stool with padded washable seat; stable five-star base; smooth-rolling castors; adjustable height and back support; easy-to-clean upholstery.	1
18		**Linen/ Laundry Trolley**	Linen trolley (stainless steel patient ward room linen cart) 119cm*50cm*94.5cm with3 stackable shelf and a dirty linen bag/bin holder on castors	2
19		**Weighing Scale With Heightometer**	with height meter, Adult Max weight 200kg, accuracy +5g	52
20		**BMI Combo Scale**	Digital	1
21		**Stadiometer**	Digital Body mass index stadiometers	2
22		**Waist Circumference Tape**	FECCO 203,201	4
23		**Body Fat Analysis Machine with**	Digital body composition analyser measuring weight, body fat percentage and BMI; clear digital display; user profile/memory function; integrated or compatible printer; weighing capacity and accuracy stated by manufacturer;	1

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
		Printer	supplied with accessories.	
24		**Squeeze Ball**	Hand therapy/exercise squeeze ball made of non-toxic, washable, resilient material; comfortable grip; suitable resistance for rehabilitation exercises; durable and reusable.	2
25		**Therapy band**	Latex-free or clearly labelled resistance exercise band; durable elastic material; suitable for physiotherapy and rehabilitation; supplied in a specified resistance level and practical length; washable and reusable.	1
26		**Respiratory Timer**	Digital respiratory treatment timer for monitoring and timing respiratory therapy sessions; clear display; audible end-of-cycle alarm; simple controls; battery powered; portable and easy to clean.	52

LOT 3 – AMBULANCES (ELECTRIC) WITH ADVANCED LIFE SUPPORT MEDICAL EQUIPMENT FOR MOMBASA COUNTY

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
1	T4/1	**EV Ambulances (Electric) with Advanced Life Support Medical Equipment for Mombasa County**	**A. GENERAL** • Brand-new, factory-built, battery-electric (BEV) van-type ambulance, complete with Advanced Life Support (ALS) medical equipment as listed in Part F • Right-hand drive (RHD); 4×2 drive **B. VEHICLE AND POWERTRAIN** • Wheelbase: approx. 3,050 mm • Overall dimensions (L × W × H): approx. 5,340 × 1,695 × 2,480 mm; flat roof • Gross vehicle weight (GVW): approx. 3,400 kg • Driver's cab: seating for 3 persons (including driver) • Electric drive motor: minimum 60 kW rated / 130 kW peak power; minimum 110 Nm rated / 330 Nm peak torque • Traction battery: lithium-ion, minimum 53.5 kWh capacity • Brakes: front and rear disc brakes with ABS • Air conditioning: front (cab) and rear (patient compartment) **C. EXTERIOR** • Ambulance exterior markings: 1 set (red cross, red and blue reflective stripes, Star of Life, etc.) • Warning light bar (100 W) and siren: 1 set (red and blue) • Auxiliary dome-type warning lamps: 2 pcs • Frosted film on the lower two-thirds of the patient compartment windows: 1 set **D. PATIENT COMPARTMENT** • Partition wall between driver's cab and patient compartment, with sliding window: 1 set • Medical-grade PVC flooring: 1 set • Medical treatment cabinet (right side): double-door base cabinet extending rearward from the side door: 1 set • Oxygen system: 10 L medical oxygen cylinder with mounting: 1 set • 3-person bench seat (left side) with 2-point seat belts: 1 set • Automatic-loading stretcher: 1 unit; stretcher compartment with rear flap: 1 set • Sliding infusion (IV) bottle holder: 1 pc • 2 kg fire extinguisher with bracket: 1 pc **E. ELECTRICAL SYSTEM** • 1,000 W power inverter: 1 unit • Power distribution panel with 2 × 220 V sockets and 1 × 12 V socket: 1 set • Ceiling interior lighting: 1 set • UV disinfection lamp: 1 set **F. ADVANCED LIFE SUPPORT (ALS) MEDICAL EQUIPMENT (one of each item per ambulance)** 1. Waste bin – stainless steel, perforated, with removable bag system 2. 1 kg fire extinguisher 3. Patient examination light 4. Suction machine (12 V DC / 240 V AC) 5. Scoop stretcher 6. Spider strap restraint (for spine board) 7. Cervical collar 8. Patient transfer sheet 9. Trauma kit 10. Sphygmomanometer 11. Stethoscope 12. Spine board with straps 13. Head immobiliser 14. Contaminated waste container 15. Sager traction splint 16. Traction splint – adult 17. Resuscitator bag (bag-valve-mask) 18. Foldable stretcher 19. Laryngoscope 20. Extrication device	**35**

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
			21. Sink with dirty-water collection system 22. Infusion pump 23. Defibrillator 24. Patient monitor with built-in ECG 25. Emergency transport ventilator	

LOT 4 – SPECIALISED AND HIGH-END MEDICAL EQUIPMENT FOR COUNTY HEALTH FACILITIES

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
1	T1/13	**ECG Machine on trolley**	• 12-channel interpretive ECG machine on mobile trolley • Simultaneous 12-lead acquisition with automatic measurement and interpretation (adult and paediatric) • Colour touch display ≥ 7"; built-in thermal printer (A4/Z-fold) • Filters: AC, EMG, baseline drift; pacemaker detection • Internal memory, USB/LAN export (PDF/XML/DICOM); rechargeable battery; IEC 60601-2-25 compliant	**10**
2	T1/14	**Echocardiography Machines (Portable with Adult and Paediatric Probes)**	• Portable/laptop or compact cart-based colour Doppler echocardiography system • Modes: 2D, M-mode, colour Doppler, PW/CW Doppler, tissue Doppler imaging (TDI), harmonic imaging • Probes: adult phased array (approx. 1–5 MHz) and paediatric phased array (approx. 3–8 MHz); TEE probe as option • Cardiac measurement and calculation packages, strain imaging (optional), ECG module • Image storage, DICOM 3.0, USB/network export; battery operation; ≥ 15" monitor	**2**
3	T1/16	**Electro Hydraulic Stainless Steel Theater Table (Neurosurgery attachments)**	• Electro-hydraulic stainless-steel operating table as per general table, with neurosurgery attachments • Neurosurgical skull clamp (Mayfield-type 3-pin) with adaptor, horse-shoe headrest, sitting/beach-chair positioning attachment • Radiolucent top for intra-operative imaging; fine head-section adjustments • Load capacity ≥ 250 kg; battery back-up	**1**
4	T1/17	**Electro Hydraulic Stainless Steel Theater Table (Orthopedic attachments)**	• Electro-hydraulic stainless-steel operating table as per general table, with orthopaedic/traction attachments • Orthopaedic traction extension: leg traction units with boots (adult and paediatric), perineal post, hip and knee positioning • Radiolucent carbon-fibre extension compatible with C-arm imaging • Arm/hand surgery table, shoulder positioner; load capacity ≥ 250 kg	**1**
5	T1/18	**Endoscopy Tower (Gastro/Colono/Duodeno Set)**	• Complete HD/4K video endoscopy tower for upper GI, lower GI and ERCP • Video processor: Full HD or 4K, with image enhancement (narrow-band / virtual chromoendoscopy), white balance, freeze and image capture • Light source: LED or xenon (≥ 300 W equivalent), with automatic brightness control • Medical-grade monitor ≥ 26" Full HD/4K; endoscopy cart with isolation transformer • Video gastroscope (working channel ≈ 2.8 mm, insertion tube ≈ 9–10 mm), video colonoscope (working length ≈ 1,330–1,700 mm, channel ≈ 3.2–3.7 mm) and video duodenoscope (side-viewing, elevator, channel ≈ 4.2 mm) • CO2 insufflator, water/irrigation pump, suction unit, high-frequency electrosurgical unit with APC (optional) • Image capture/recording and reporting software with DICOM output; leak tester • Accessories: biopsy forceps, polypectomy snares, injection needles, cleaning brushes; endoscope storage cabinet; training and warranty on scopes	**3**
6	T1/19	**ENT Surgical Tower (Endoscopy System for ENT)**	• Complete HD ENT endoscopy/surgical tower • Full HD 3-chip or CMOS camera control unit with camera head, image capture/recording • LED light source (≥ 175 W xenon equivalent) with fibre-optic light cables • 26" medical-grade HD monitor; mobile cart with isolation transformer • Rigid sinus endoscopes 0°, 30°, 45°, 70° (4 mm and 2.7 mm), otoscopes and laryngeal telescope (70°/90°) • Microdebrider/shaver system with sinus blades and irrigation pump; ENT suction • FESS instrument set (Blakesley forceps, through-cut forceps, sickle knives, Freer elevator, suction tubes); sterilisation trays • Optional: flexible video nasopharyngolaryngoscope and navigation compatibility	**2**
7	T1/20	**High-End Anesthesia Machines & Patient Monitors**	ANAESTHESIA MACHINE (high-end): • Integrated anaesthesia workstation with 3 gases (O2, N2O, Air); electronic or precision flowmeters; auxiliary O2 flowmeter • Two vaporiser mounts (Selectatec-type) with isoflurane and sevoflurane vaporisers	**2**

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
			• Electronically controlled ventilator: VCV, PCV, PCV-VG, SIMV, PSV, CPAP/PS, manual/spontaneous; tidal volume ≈ 20–1,500 ml (neonatal to adult) • Low-flow capable, autoclavable integrated breathing system, CO2 absorber; hypoxic guard (ORC), O2 failure alarm • Gas module: EtCO2, FiO2, N2O, anaesthetic agent auto-identification and MAC; spirometry loops • Battery back-up ≥ 30 min PATIENT MONITOR (high-end, OT): • 15"+ touchscreen; ECG (3/5/12-lead with ST and arrhythmia analysis), SpO2, NIBP, 2 x IBP, 2 x Temp, EtCO2; optional BIS, NMT, cardiac output • Trends ≥ 72 h, central-station networking, HL7; IEC 60601 compliant	
8	T1/21	**Hydro-electric delivery bed (5 function)**	• Electro-hydraulic/motorised 5-function delivery bed (labour, delivery and recovery) • Functions: height, backrest, leg/foot section, Trendelenburg/reverse Trendelenburg, chair position; detachable/retractable foot section • Leg supports/stirrups, hand grips, IV pole, side rails, removable stainless-steel drainage basin • Hand-held control, battery back-up; central-locking castors; load capacity ≥ 200 kg; washable mattress	**21**
9	T1/33	**Operating light LED Two flower**	• Ceiling-mounted LED operating light, twin dome (main ≥ 160,000 lux, satellite ≥ 120,000 lux) • Colour temperature approx. 4,000–5,000 K, CRI ≥ 95; adjustable light-field diameter • Shadow-free illumination, low heat at surgeon's head; LED life ≥ 40,000 h • Sterilisable handles; optional integrated HD camera; emergency battery back-up	**1**
10	T1/44	**Ultrasound Machines (High-End for Interventional Radiology)**	• High-end colour Doppler ultrasound system for interventional radiology and general/vascular imaging • ≥ 21" high-resolution monitor, touch-screen control panel; ≥ 4 active probe ports • Modes: B, M, colour/power Doppler, PW/CW Doppler, tissue harmonics, compound imaging, elastography (shear wave and strain), contrast-enhanced ultrasound (CEUS), 3D/4D • Probes: convex (1–6 MHz), linear (4–15/18 MHz), phased array, endocavity, and needle-guide kits for each • Needle visualisation enhancement, fusion imaging with CT/MRI (preferred), biopsy/ablation guidance software • Reporting, DICOM 3.0, PACS connectivity; UPS	**2**
11	T2/105	**BTL series short wave**	Shortwave diathermy unit (BTL series or equivalent), 27.12 MHz, continuous and pulsed output (≈ 400 W peak), capacitive plates and inductive drum electrode, timer, articulated arms	**2**
12	T2/106	**BTL series traction table diathermy**	Motorised traction table with integrated traction unit (BTL series or equivalent): cervical and lumbar traction, static/intermittent modes, force up to ≈ 90 kg, multi-section height-adjustable table with accessories	**1**
13	T2/107	**BTL series ultrasound machine**	Therapeutic ultrasound unit (BTL series or equivalent), 1 and 3 MHz, continuous/pulsed, intensity up to ≈ 2–3 W/cm², with large and small heads, programmable protocols	**2**
14	T2/120	**DENTAL XRAY**	Intra-oral dental X-ray unit (wall-mounted or mobile), DC high-frequency, 60–70 kV, focal spot ≈ 0.4–0.7 mm, rectangular collimation option; with digital intra-oral sensor/PSP system preferred	**2**
15	T3/338	**Cardiac Output & Echo Machines (ICU bedside)**	ICU bedside cardiac output monitor and echocardiography: portable echo with TTE (phased array) and TEE probes, cardiac calculations; non-invasive/minimally invasive CO monitoring	**1**
16	T3/415	**Digital OPG Machine**	Digital panoramic (OPG) X-ray, 60–90 kV, CMOS/CCD sensor, paediatric/TMJ programs, DICOM	**1**
17	T3/416	**Digital OT Recording System (video-assisted teaching)**	Digital OT video recording and streaming system for teaching (HD capture, archiving)	**1**
18	T3/462	**Endoscopic Camera & Light Source Towers**	• Endoscopic HD/4K camera and LED light-source tower (multi-specialty): CCU with camera head, light source, 26"+ monitor, recording, cart with isolation transformer	**1**
19	T3/468	**Endoscopic Ultrasound**	• Endoscopic ultrasound (EUS): radial and linear-array echoendoscopes, dedicated ultrasound processor with Doppler/elastography	**1**

S/No	List Ref.	Item Description	Minimum Technical Specifications	Qty
		(EUS) System	• FNA/FNB needles (19/22/25G); compatible video processor	
20	T3/470	**Endoscopic/ Laparoscopic Tower**	• HD/4K endoscopic/laparoscopic tower: CCU and camera head, LED light source, 26"+ monitor, CO2 insufflator (≥ 40 L/min), suction-irrigation, recording • Telescopes 10 mm and 5 mm (0°/30°), instrument set; cart	**2**
21	T3/584	**Intramedullary Nailing Systems (Femur, Tibia, Humerus)**	Intramedullary nailing instrument systems (femur, tibia, humerus), targeting jigs, reamers; implants on consignment	**1**
22	T3/590	**Isolator Unit (aseptic, oncology)**	Aseptic oncology isolator (negative pressure), HEPA, glove ports, pass box	**1**
23	T3/644	**MRI (3T, oncology protocol)**	MRI 3.0T (oncology protocol): • Superconducting magnet 3.0T, bore ≥ 70 cm, gradients ≥ 45 mT/m, slew rate ≥ 200 T/m/s • Multi-channel RF (≥ 64-channel) coils: head-neck, body, spine, breast, prostate, extremity • Oncology: DWI/DWIBS, perfusion (DCE/DSC), spectroscopy, whole-body imaging; cardiac, neuro and MSK packages • RF shielding, chiller, UPS, MRI-compatible injector and monitor; turnkey installation, training, warranty	**1**
24	T3/646	**MRI compatible monitor**	MRI-conditional patient monitor: ECG, SpO2, NIBP, EtCO2, IBP (wireless), for 1.5T/3T	**1**
25	T3/658	**Negative Pressure Wound Therapy (VAC systems)**	Negative pressure wound therapy (VAC) units: continuous/intermittent −25 to −200 mmHg, canisters, dressings	**1**
26	T3/659	**Negative Pressure Wound Therapy Units**	NPWT unit: −25 to −200 mmHg continuous/intermittent, portable, battery ≥ 12 h, canisters (300–800 ml), foam dressing kits	**1**
27	T3/709	**Paediatric Echocardiography Machine**	Paediatric echocardiography machine: phased-array probes (paediatric and neonatal), TEE option, cardiac packages	**1**
28	T3/763	**Pituitary MRI (shared with Radiology)**	Pituitary MRI protocol licence/package on radiology MRI (dynamic contrast, thin-slice sellar imaging)	**1**
29	T3/780	**Portable Chest X-ray (shared with Radiology)**	Mobile digital chest X-ray unit, ≥ 20–32 kW, wireless DR detector ≈ 35 x 43 cm, motorised, battery-operated, DICOM	**1**
30	T3/783	**Portable Echocardiography Machines**	Portable echocardiography: 2D, M-mode, colour, PW/CW Doppler, TDI, adult and paediatric phased-array probes, ECG	**1**

2.3 Financing, Lease Arrangement and Payment Terms

The successful tenderer shall:

1. Provide the medical equipment under an agreed lease-to-own financing arrangement for the contract period specified in the tender document.
2. Finance the acquisition, supply, installation and commissioning of the equipment and recover the cost through agreed periodic lease payments.
3. Clearly indicate the total lease cost, payment schedule, lease duration and any other applicable charges.
4. The County Government of Mombasa shall make payments to the successful tenderer **subject to and upon receipt of the corresponding funds from the Social Health Authority (SHA)** in respect of the services provided under the arrangement.
5. Payments shall be processed upon submission of valid invoices, supporting documentation and verification of the equipment's availability, functionality and performance by the designated County representatives.
6. The successful tenderer shall acknowledge that payments under this arrangement shall be dependent on the disbursement of funds by SHA to the County and shall take this funding mechanism into consideration when submitting its financial bid
7. In the event of delays in the disbursement of funds by SHA, the County shall process payments upon receipt of the relevant funds, subject to verification of the services rendered and compliance with the contractual requirements.

8. Any outstanding payments arising from delayed SHA disbursements shall be reconciled and settled in accordance with the terms and conditions of the contract and applicable government financial regulations.
9. The successful tenderer shall not suspend essential maintenance, technical support or other contractual obligations solely on account of delayed SHA disbursements without following the applicable contractual notification and dispute resolution procedures.
10. The parties shall agree on appropriate mechanisms for addressing prolonged delays in funding, including payment reconciliation, notification requirements and any necessary contractual adjustments, in accordance with applicable laws and regulations.
11. The tenderer shall provide a detailed financial proposal indicating the cost per equipment item, applicable periodic lease payments and total contract value over the lease period.
12. No additional costs shall be imposed on the County beyond the agreed contractual price unless expressly provided for in the contract.
13. Upon fulfilment of all contractual payment obligations and completion of the lease period, ownership of the equipment shall be transferred to the County Government of Mombasa in accordance with the contract.

3.0 General Obligations of the Successful Tenderer

The successful tenderer shall:

1. Deploy qualified, experienced and appropriately certified technical personnel to undertake the required services.
2. Comply with all applicable Kenyan laws, regulations, standards and guidelines governing the supply and maintenance of medical equipment.
3. Maintain close coordination with the County Department responsible for Health Services and the respective facility management teams.
4. Ensure that all equipment supplied remains safe, functional and fit for its intended medical purpose.
5. Maintain confidentiality and protect patient information where equipment involves access to or processing of patient data.
6. Ensure that all services are performed professionally and in a manner that minimises disruption to healthcare delivery.
7. Comply with the contractual performance indicators and service levels established by the County.

4.0 Expected Deliverables

The successful tenderer shall provide the following deliverables:

No.	Deliverable	Expected Output
1	Medical equipment supply	Equipment delivered as per specifications
2	Installation and commissioning	Fully installed and operational equipment
3	Training	Trained healthcare and technical personnel
4	Maintenance programme	Approved preventive maintenance schedule
5	Warranty documentation	Valid warranty and technical support documentation
6	Spare parts support	Availability of genuine spare parts
7	Performance reports	Quarterly equipment performance and maintenance reports
8	Insurance	Valid insurance documentation
9	Equipment inventory	Complete equipment registers
10	Ownership transfer	Legal transfer of equipment to the County at the end of the lease

5.0 Contract Duration

The contract shall be for a period of **three (3No.) years**, commencing from the date of successful installation, commissioning and acceptance of the equipment, unless otherwise specified in the contract.

The lease period shall cover the provision of equipment and all associated services as stipulated in the tender document.

Detailed Technical Specifications and Standards.....*[insert whenever necessary].*

[Insert detailed description of TS]

3. *Maintenance obligations and standards*

(describe in detail how these will be handled and by which party).

4. Drawings

This Tendering document includes..... *[insert "the following" or "no"]* drawings.

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

List of Drawings		
Drawing No.	**Drawing Name**	**Purpose**

5. Inspections and Tests

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

PART 3 - CONTRACT

SECTION VII - GENERAL CONDITIONS OF CONTRACT

1. *Definitions*

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Lessor, 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 Lessor as specified in the Contract Agreement, subject to such additions and adjustments there to or deductions there from, as may be made pursuant to the Contract.

d) "Day" means calendar day.

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

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

g) "Lease Items" means all of the infrastructural facilities, plant/equipment vehicles or such other physical items the Lessor is required to lease to the Procuring Entity under the Contract.

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

i) "Related Services" means the services incidental to the supply of the Lease Items, such as insurance, installation, training and initial maintenance and other such obligations of the Lessor 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 Lease Items to be supplied or execution of any part of the Related Services is subcontracted by the Lessor.

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

m) "Lessee" means the Procuring Entity whose has accepted the Tender for the Lease Contract and is named as such in the Contract Agreement as "Procuring Entity".

2. *Contract Documents*

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

3. *Fraud and Corruption*

3.1 The Government of Kenya requires compliance with anti-corruption laws and guidelines and its prevailing sanctions policies and procedures as set forth in Laws of Kenya.

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

4 Interpretation

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

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

1.3 Amendment

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

1.4 Non-waiver

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

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

1.5 Severability

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

2 Language

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

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

3 Joint Venture, Consortium or Association

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

4 Eligibility

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

5 Notices

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

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

6 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Kenya.
Throughout the execution of the Contract, the Lessor shall comply with the import of Lease Items and services prohibitions in Kenya:

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 Lease Items from that country or any payments to any country, person, or entity in that country.

7 Settlement of Disputes

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

7.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, the neither the Procuring Entity or the Lessor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Lease Items under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

7.3 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 Lessor any monies due the Lessor.

8 Inspections and Audit by the Procuring Entity

8.1 The Lessor shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Lease Items in such form and details as will clearly identify relevant time changes and costs.

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

9 Scope of Lease Supply

9.1 The Lease Items and Related Services to be supplied shall be as specified in the Schedule of Requirements.

10 Delivery and Documents

10.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Lease Items and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of Lease and other documents to be furnished by the Lessor are specified in the **SCC.**

11 Lessor's Responsibilities

11.1 The Lessor shall supply the Lease Items and Related Services included in the Scope of Supply in accordance with GCC Clause12, and the Delivery and Completion Schedule, as per GCC Clause 13.

12 Contract Price

12.1 Prices charged by the Lessor for the Lease Items supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Lessor in its Tender, with the exception of any price adjustments authorized in the **SCC.**

13 Terms of Payment

13.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified below and in the SCC. The currencies in which payments shall be made to the Lessor under this Contract shall be those in which the Tender price is expressed.

13.2 The Procuring Entity shall pay to Lessor the advance payment stated in the SCC upon or before taking possession of the property. Thereafter, the Procuring Entity shall pay the Lessor the sum of stated in the SCC on or before the day of each month as stated in the SCC until the expiration of this lease.

13.3 If the Procuring Entity fails to pay all amounts due within the number of days specified in the SCC of their due dates, then the Lessor may terminate the contract under this lease and take back possession and control of the Lease Item(s). In the event of termination for non-payment, the Procuring Entity shall remain liable for the balance due under this lease.

13.4 If the Procuring Entity fails to make a payment on or before its due date, a late fee of an amount specified in the SCC shall be due and payable immediately to Lessor.

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

14 Taxes and Duties

14.1 The Lessor shall be responsible for paying all taxes levied in Kenya.

15 Performance Security

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

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

15.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in Kenya Shillings; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another form at acceptable to the Procuring Entity.

15.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Lessor not later than twenty-eight (28) days following the date of Completion of the Lessor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

16 Copyright

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

17 Confidential Information

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

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

17.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

a the Procuring Entity or the Lessor need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall de disclosed in the **SCC;**

b now or hereafter enters the public domain through no fault of that party;

c can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

17.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by

either of the parties here to prior to the date of the Contract in respect of the Supply or any part thereof.

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

18 Subcontracting

18.1 The Lessor 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 Lessor from any of its obligations, duties, responsibilities, or liability under the Contract.

18.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

19 Specifications and Standards

Technical Specifications and Drawings

a) The Lease Items 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 Lease Items' country of origin.

b) The Lessor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

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

20 Packing and Documents

No parking services and documents are needed, and if any, they are specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

21 Insurance

22.1 Unless otherwise specified in the **SCC,** the Lease Items supplied under the Contract shall be fully insured by the Lessor - in a freely convertible currency from an eligible country - against loss or damage incidental to use, transportation, storage, and delivery, in a manner specified in the **SCC.**

22 Transportation and Incidental Services

22.1 The Lessor may be required to provide any or all of the following services, including additional services, if any, specified **in SCC:**

a Performance or supervision of on-site assembly and/or start-up of the supplied Lease Items;

b Furnishing of tools required for assembly and/or maintenance of the supplied Lease Items;

c furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Lease Items;

d performance or supervision or maintenance and/or repair of the supplied Lease Items, for a period of time agreed by the parties, provided that this service shall not relieve the Lessor of any warranty obligations under this Contract; and

e training of the Procuring Entity's personnel, at the Lessor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Lease Items.

22.2 Prices charged by the Lessor for incidental services, if not included in the Contract Price for the Lease Items, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Lessor for similar services

23 Inspections and Tests

23.1 The Lessor shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Lease Items and Related Services as are specified in the **SCC.**

23.2 The inspections and tests may be conducted on the premises of the Lessor or its Subcontractor, at point of delivery, and/or at the Lease Items' final destination, or in another place in Kenya as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Lessor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

23.3 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 traveling and board and lodging expenses.

23.4 Whenever the Lessor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Lessor 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.

23.5 The Procuring Entity may require the Lessor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Lease Items comply with the technical specification codes and standards under the Contract, provided that the Lessor'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 Lessor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

23.6 The Lessor shall provide the Procuring Entity with are port of the results of any such test and/or inspection.

23.7 The Procuring Entity may reject any Lease Items or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Lessor shall either rectify or replace such rejected Lease Items 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.

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

24 Liquidated Damages

25.1 Except as provided under GCC Clause 32, if the Lessor fails to deliver any or all of the Lease Items 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 Lease Items 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.

25 Warranty

25.1 The Lessor warrants that all the Lease Items are in conformity with the specifications of the Lease Items and are in good condition for use under the Lease agreement.

25.2 The Procuring Entity will be entitled to refuse acceptance of any Lease Items not meeting the warranty under ITT 28.1 and demand for replacements.

26 Patent Indemnity

26.1 The Lessor 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 Lease Items by the Lessor or the use of the Lease Items in the country where the Site is located; and

b the sale in any country of the products produced by the Lease Items.

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

26.2 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 Lessor a notice thereof, and the Lessor 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.

26.3 If the Lessor 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.

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

26.5 The Procuring Entity shall indemnify and hold harmless the Lessor 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 Lessor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

27 Limitation of Liability

27.1 Except in cases of criminal negligence or willful misconduct,

a The Lessor 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 Lessor to pay liquidated damages to the Procuring Entity, and

b The aggregate liability of the Lessor 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 Lessor to indemnify the Procuring Entity with respect to patent infringement.

28 Change in Laws and Regulations

29.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Lessor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

29 Force Majeure

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

29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Lessor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Lessor. 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.

29.3 If a Force Majeure situation arises, the Lessor shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Lessor 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.

30 Change Orders and Contract Amendments

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

a drawings, designs, or specifications, where Lease Items 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 Lessor.

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

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

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

a the proposed change(s), and a description of the difference to the existing contract requirements;

b a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

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

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

a accelerates the delivery period; or

b reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c improves the quality, efficiency or sustainability of the Lease Items; or

d yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

a a reduction of the Contract Price; the amount to be paid to the Lessor shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or

b an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in
c to (d) above, the amount to be paid to the Lessor shall be the full increase in the Contract Price.

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

31 Extensions of Time

31.1 If at any time during performance of the Contract, the Lessor or its subcontractors should encounter conditions impeding timely delivery of the Lease Items or completion of Related Services pursuant to GCC Clause 13, the Lessor 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 Lessor's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Lessor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

31.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Lessor in the performance of its Delivery and Completion obligations shall render the Lessor 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.

32 Termination

32.1 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 Lessor, may terminate the Contract in whole or in part:

i. if the Lessor fails to deliver any or all of the Lease Items within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;

ii. if the Lessor fails to perform any other obligation under the Contract; or

iii. if the Lessor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a 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, Lease Items or Related Services similar to those undelivered or not performed, and the Lessor shall be liable to the Procuring Entity for any additional costs for such similar Lease Items or Related Services. However, the Lessor shall continue performance of the Contract to the extent not terminated.

32.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Lessor if the Lessor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Lessor, 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

33.3 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Lessor, 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 Lessor under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Lease Items that are complete and ready for shipment within twenty-eight (28) days after the Lessor's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Lease Items, 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 Lessor an agreed amount for partially completed Lease Items and Related Services and for materials and parts previously procured by the Lessor.

33 Assignment

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

34 Import Restrictions

37.1 Notwithstanding any obligation under the Contract to complete all import formalities, any import restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/Lease Items, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Lease Items, systems or services, and which substantially impede the Lessor from meeting its obligations under the Contract, shall release the Lessor from the obligation to provide deliveries or services, always provided, however, that the Lessor can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the import of the products/Lease Items, 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 VIII - Special Conditions of Contract

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

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

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 1.1(h)	The Procuring Entity is: *[Insert complete legal name of the Procuring Entity]*
	The Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*
GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]*
	The version edition of Incoterms shall be *INCOTERMS 2015*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Attention: *[insert full name of person, if applicable]* Postal address (full postal address) Physical Address (full Location Address- *insert city, street name, Building named floor number, room number)* Telephone: *[include telephone number, including country and city codes]* Electronic mail address*: [insert e-mail address, if applicable]*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: *[The Tendering document should contain one clause to be retained in the event of a Contract with a foreign Lessor and one clause to be retained in the event of a Contract with a Lessor who is a national of Kenya. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the Tendering document.* *"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Lessor and clause 10.2 (b) shall be retained in the case of a Contract with a national of Kenya"]* ***(a) Contract with foreign Lessor:*** *[For contracts entered into with foreign Lessors, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]* (i) ***If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. (ii) ***If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:*** GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. (iii) ***If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm***

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Chamber of Commerce, the following sample clause should be inserted: GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. (iv) ***If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:*** GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause. ***(b) Contracts with Lessor who is a national of Kenya:*** In the case of a dispute between the Procuring Entity and a Lessor who is a national of Kenya, the dispute shall be referred to arbitration in accordance with the laws of Kenya.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Lessor are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Lessor's warranty certificate, inspection certificate issued by nominated inspection agency, Lessor's factory shipping details etc.].* The above documents shall be received by the Procuring Entity before arrival of the Lease Items and, if not received, the Lessor will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Lease Items supplied and the related Services performed *[insert "shall" or "shall not," as appropriate]* be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*
GCC 16.2	The Lessor may terminate the contract if the Procuring Entity fails to pay all amounts due within _____ days.
GCC 16.3	The advance payment shall be _____ The Monthly Payments shall be _____ and shall be paid on or before _____ day of each month until the expiration of this lease.
GCC 16.4	The late fee of _____ shall be due and payable immediately to the Lessor.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the Lessor shall be *[insert number]* days. The interest rate that shall be applied is *[insert number] %*
GCC 18.1	A Performance Security *[insert "shall" or "shall not" be required]* *[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity's perceived risk and impact of non-performance by the Lessor. A 10% percentage is used under normal circumstances]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 18.3	If required, the Performance Security shall be in the form of: *[insert "a Demand Guarantee" or" a Performance Bond"]* If required, the Performance security shall be denominated in *[insert "a freely convertible currency acceptable to the Procuring Entity" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]*
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.	The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Lease Items shall be _____ _____ *[insert "The Lessor is required under the Contract to transport the Lease Items to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Lessor, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Lessor)]*
GCC 25.2	Incidental services to be provided are: *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Lessor shall be included in the Contract Price.]*
GCC 26.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 26.2	The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*
GCC 27.1	The liquidated damage shall be: [*insert number]* % per week
GCC 27.1	The maximum amount of liquidated damages shall be: *[insert number]* %
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Lessor shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

SECTION IX - CONTRACT FORMS

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

Table of Forms

Notification of Intention to Award

Request for Review

Letter of Award

Contract Agreement

Performance Security

Advance Payment Security

Beneficial Ownership Disclosure

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

   i) Name: .....*[insert Authorized Representative's name]*

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

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

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

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

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

3. Notification of Intention to Award
   i) Procuring Entity: .....*[insert the name of the Procuring Entity]*
   ii) Project: .....*[insert name of project]*
   iii) Contract title: .....*[insert the name of the contract]*
   iv) Country: .....*[insert country where ITT is issued]*
   v) ITT No: .....*[insert ITT reference number from Procurement Plan]*

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

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

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

   a) The successful tenderer

      i) Name of successful Tender_____
      _____

      ii) Address of the successful Tender _____
      _____

      iii) Contract price of the successful Tender Kenya Shillings_____
      (in words_____)

   b) Other Tenderers

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

Lease Item N°	Description of Lease Item and Related Services.	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

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

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

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

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

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

iii) Agency: [*insert name of Procuring Entity*]

iv) 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 Procuring Entity*]

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

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

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

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

e) There are four essential requirements:

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

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

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

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

7. *Standstill Period*

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

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

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

If you have any questions regarding this Notification pleased do not hesitate to contact us. On behalf of the Procuring Entity:

*Signature:*_____

*Name:*_____

*Title/position:*_____

*Telephone:*_____

*Email:*_____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF…….….20……...

BETWEEN

……...…….APPLICANT

AND

……RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

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

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letter head paper of the Procuring Entity]

.....*[date]*

To: .....*[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the..... *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount..... *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by…… *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Attachment: *Contract Agreement*

FORM N0. 4 LETTER OF AWARD

[use letterhead paper of the Procuring Entity]

.....*[date]*

To: .....*[name and address of the Lessor]*

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

This is to notify you that your Tender dated.....*[insert date]* for the Lease Items on the list below is hereby accepted by our Agency.

OFFERED ITEMS AND PRICES

1	**2**	**3**
Lease Item N°	**Description of Lease Item and Related Services.**	**Tender Price**
1		
2		
3		
4		
Total Tender Price		**Xxxx**

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

FORM NO 5 - CONTRACT AGREEMENT

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

THIS AGREEMENT made the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Procuring Entity* and having its principal place of business at *[insert: address of Procuring Entity]* (herein after called "Procuring Entity"), of the one part;

and

(2) *[insert name of Lessor**]***, a corporation incorporated under the laws of *[insert: country of Lessor**]*** and having its principal place of business at *[insert: address of Lessor]* (herein after called "the Lessor"), of the other part.

3. WHEREAS the Procuring Entity invited Tenders for certain Lease Items and ancillary services, viz., *[insert brief description of Lease Items and Services]* and has accepted a Tender by the Lessor for the supply of those Lease Items and Services, the Procuring Entity and the Lessor 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 Lessor as specified in this Agreement, the Lessor hereby covenants with the Procuring Entity to provide the Lease Items and Services and to remedy defects the rein inconformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Lessor inconsideration of the provision of the Lease Items 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.

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

For and on behalf of the Procuring Entity

Signed: .....*[insert signature]* in the capacity of .....*[insert title or other appropriate designation]*

In the presence of .....*[insert identification of official witness]*

For and on behalf of the Lessor Signed: .....*[insert signature of authorized representative(s) of the Lessor]*

in the capacity of .....*[insert title or other appropriate designation]*

in the presence of .....*[insert identification of official witness]*

FORM NO. 6 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____*[insert name and Address of* Procuring Entity*]*

Date:_____*[Insert date of issue]*

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

1. We have been informed that_____(hereinafter called "the Contractor") has entered into Contract No._____dated_____with (*name of Procuring Entity*)_____(the Procuring Entity as the Beneficiary), for the execution of _____(herein after called "the Contract").

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

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

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

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

_____

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

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

[1] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procurement Entity should note that in the event of an Extension of this date for completion of the Contract, the Procurement Entity 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. 7 - PERFORMANCE SECURITY [Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:_____*[insert name and Address of Procuring*

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

PERFORMANCE BOND No.:_____

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

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

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the_____day of, 20, for in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, 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 Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

    3) pay the Procuring Entity the amount required by Procuring Entity 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 Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_____of_____20_____.

SIGNED ON_____on behalf of

by_____in the capacity

of in the presence of

SIGNED ON_____on behalf

of by_____in the capacity

of in the presence of

FORM NO. 8 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____*[Insert name and Address of* Procuring Entity*]*

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 letter head]*

1. We have been informed that_____(hereinafter called "the Contractor") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of_____ (herein after called "the Contract").

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

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

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

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

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

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

_____

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

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

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

specified in the Contract.

[2]*Insert the expected expiration date of the Time for Completion. The Procurement Entity should note that in the event of an extension of the time for completion of the Contract, the Procurement Entity 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. 9 BENEFICIAL OWNERSHIP DISCLOSURE

(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) or arrangement.

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* 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 here by 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 holds in 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 Indirectly---------- % of shares	Directly.....% of voting rights Indirectly----------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in 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)**
	Postal address				Indirect…….. .	control exercised directly or indirectly? Direct…….. Indirect……
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….% of voting rights Indirectly----------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: 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…….. Indirect……
	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					
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 National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person 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 complete name 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 and capacity are shown above]

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

Bidder Official Stamp

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