



# Request for Bids

## Health Sector Goods

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 5 NO. DISSOLUTION TESTER UNITS, 1 NO. HIGH PERFORMANCE LIQUID CHROMATOGRAPH (HPLC) WITH FLUORESCENT DETECTOR AND 1 NO. HIGH PERFORMANCE LIQUID CHROMATOGRAPH (HPLC) WITH REFRACTIVE INDEX DETECTOR IN 3 NO. LOTS**

**Purchaser:** Kenya Medical Supplies Authority (KEMSA)

**Project:** P180127 - Health Emergency Preparedness, Response and Resilience (HEPRR) Program

**Contract title:** Supply, Delivery, Installation and Commissioning of 5 No. dissolution tester units, 1 No. High performance liquid chromatograph (HPLC) with fluorescent detector and 1 No. High performance liquid chromatograph (HPLC) with refractive index detector in 3 No.

**Country:** Kenya

**Loan No. /Credit No.:** Credit Number: 74050-KE

**RFB No.:** KE-KEMSA-537792-GO-RFB

**Issued on:** 29<sup>th</sup> April 2026

**Deadline for submission: 16<sup>th</sup> June 2026**

**Time: 10.00 a.m East African Time**

## Specific Procurement Notice



### HEALTH EMERGENCY PREPAREDNESS, RESPONSE AND RESILIENCE (HEPRR) PROGRAM

#### Request for Bids Health Goods

**Purchaser:** KENYA MEDICAL SUPPLIES AUTHORITY (KEMSA)

**Project:** P180127 - Health Emergency Preparedness, Response and Resilience (HEPRR) Program

**Contract Title:** Supply, Delivery, Installation and Commissioning of 5 No. dissolution tester units, 1 No. High performance liquid chromatograph (HPLC) with fluorescent detector and 1 No. High performance liquid chromatograph (HPLC) with refractive index detector in 3 No. Lots

**Country:** Kenya

**Loan No./Credit No.:** Credit Number: 74050-KE

**RFB Reference No.:** KE-KEMSA-537792-GO-RFB

**Issued on:** 29th April 2026

1. The Government of Kenya has received financing from the World Bank toward the cost of the Health Emergency Preparedness, Response and Resilience (HEPRR) Program and intends to apply part of the proceeds toward payments under the contract for Supply, Delivery, Installation and Commissioning of 5 No. dissolution tester units, 1 No. High performance liquid chromatograph (HPLC) with fluorescent detector and 1 No. High performance liquid chromatograph (HPLC) with refractive index detector in 3 No. Lots . For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit.
2. Kenya Medical Supplies Authority (KEMSA) now invites sealed Bids from eligible Bidders for Supply, Delivery, Installation and Commissioning of 5 No. dissolution tester units, 1 No. High performance liquid chromatograph (HPLC) with fluorescent detector and 1 No. High performance liquid chromatograph (HPLC) with refractive index detector in 3 No. Lots

Lot No.	Item Description	UOM	Qty	Delivery Location	Delivery Period from Contract Commencement Date	Bid Security Amount (KES)
Lot 1	Dissolution tester units	Piece	5	NQCL, Nairobi	Earliest Delivery date: 14 Weeks Latest Delivery Date: 12 months	500,000.00
Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	Piece	1	NQCL, Nairobi	Earliest Delivery date: 14 Weeks Latest Delivery Date: 12 months	190,000.00
Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	Piece	1	NQCL, Nairobi	Earliest Delivery date: 14 Weeks Latest Delivery Date: 12 months	190,000.00

3. Bidders may Bid for one or several lots, as further defined in the bidding document.
4. Bidding will be conducted through National competitive procurement using Request for Bids (RFB) as specified in the World Bank’s Procurement Regulations for IPF Borrowers, First Published July 2016 and Revised Fourth Edition, November 2020 (“Procurement Regulations”), and is open to all eligible bidders as defined in the Procurement Regulations.
5. Interested eligible Bidders may obtain further information from KEMSA’s Procurement Director through e-mail [procure@kemsa.go.ke](mailto:procure@kemsa.go.ke) and inspect the bidding document during office hours 0900 to 1600 hours East African Time (EAT) at the KEMSA’s New Office Complex, 1<sup>st</sup> Floor, Embakasi, Nairobi, Kenya or on the KEMSA Website [www.kemsa.go.ke](http://www.kemsa.go.ke) or PPIP <https://tenders.go.ke/tenders>
6. The bidding document in English may be downloaded free of charge from KEMSA website [www.kemsa.go.ke](http://www.kemsa.go.ke) or Public Procurement Information Portal website <https://www.tenders.go.ke>. Documents downloaded are free of charge and bidders are advised to register at the Procurement Office or via email at [procure@kemsa.go.ke](mailto:procure@kemsa.go.ke). (Refer to registration form in the bidding document).
7. Bids must be delivered to the address below on or before **1000 hours EAT on 16<sup>th</sup> June 2026**. Electronic Bidding **will not** be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders designated representatives and anyone who chooses to attend the opening at the Conference Hall situated on the Ground Floor of KEMSA’s New Office complex, North Airport Road, Embakasi, Nairobi, Kenya at **1000 hours EAT on 16<sup>th</sup> June 2026**.
8. All Bids must be accompanied by a Bid Security of amount as indicated in paragraph 2 above in Kenya Shillings (Kes) or equivalent in a freely convertible currency.
9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

10. The address referred to above is:

**Dr. Waqo Ejersa, OGW**  
**The Chief Executive Officer**  
**Kenya Medical Supplies Authority (KEMSA),**  
**North Airport Road, Embakasi**  
**New Office Complex**  
**Nairobi, Kenya**

**Tel.: +254 719033000/ +254 726618520/1**

E-mail: [procure@kems.go.ke/procurement.programs@kems.go.ke](mailto:procure@kems.go.ke/procurement.programs@kems.go.ke)

Website: [www.kems.go.ke](http://www.kems.go.ke)

Bids must be deposited in Tender Box No. 1 marked GOK/ World Bank on the Ground Floor of KEMSA's New Office complex, North Airport Road, Embakasi, Nairobi, Kenya. Bulky bids can be handed over to KEMSA Procurement Director's office situated in the KEMSA's New Office complex, North Airport Road, Embakasi, Nairobi for registration and safe keeping till the bid opening time and date.

**REGISTRATION FORM**

**Purchaser: KENYA MEDICAL SUPPLIES AUTHORITY (KEMSA)**

**Project:** Health Emergency Preparedness, Response and Resilience (HEPRR) Program

**Contract Title** Supply, Delivery, Installation and Commissioning of 5 No. dissolution tester units, 1 No. High performance liquid chromatograph (HPLC) with fluorescent detector and 1 No. High performance liquid chromatograph (HPLC) with refractive index detector in 3 No. Lots

**Country:** Kenya

**Loan No./Credit No.:** Credit Number: 74050-KE

**RFB Reference No.:** KE-KEMSA-537792-GO-RFB

**NOTE:** Please provide your details below for purposes of communication in case you download this bid document from KEMSA website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Company KRA PIN: .....

Once completed please submit this form to the email below;

[procure@kemsa.go.ke/procurement.programs@kemsa.go.ke](mailto:procure@kemsa.go.ke/procurement.programs@kemsa.go.ke)

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## **PART 1 – Bidding Procedures**



# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A General

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues this bidding document for the supply of Laboratory commodities and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
  - 1.2 Throughout this bidding document:
    - (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (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 Borrower. It excludes the Borrower’s official public holidays.
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant or materials if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations

Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

### 3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

### 4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or

- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted,

incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term "goods" includes any goods that are the subject of this Request for Bids, and "Related Services" includes services such as transportation, insurance, commissioning and training.

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The bidding document consists of Parts 1, 2, and 3, which includes all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV -Bidding Forms
- Section V - Eligible Countries
- Section VI -Fraud and Corruption

## **PART 2 Supply Requirements**

- Section VII - Schedule of Requirements

## **PART 3 Contract**

- Section VIII - General Conditions of Contract
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

### **7. Clarification of Bidding Document**

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

### **8. Amendment of Bidding Document**

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in

accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.

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

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
  - (b) **Price Schedules:** completed in accordance with ITB 12 and ITB 14;
  - (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
  - (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
  - (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (f) **Bidder’s Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;

- (g) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document; and
- (j) any other document required **in the BDS.**

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **12. Letter of Bid and Price Schedules**

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

## **13. Alternative Bids**

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

## **14. Bid Prices and Discounts**

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

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

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) for Goods manufactured in the Purchaser's Country:

- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS**;
- (b) for Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS**; and
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**;
- (c) for Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified **in the BDS.**
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country.
- 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Health Sector Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of:
- (a) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to the provisions of the specifications; and
  - (b) any other procurement-specific documentation requirement as stated **in the BDS**.
- 16.4 Unless the **BDS** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's Country. A Bidder who has already registered its Goods by the time of Bidding should submit a copy of the Registration Certificate with its Bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:
- (a) a copy of the Registration Certificate of the Goods for use in the Purchaser's Country; or
  - (b) if such Registration Certificate has not yet been obtained, evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified **in the BDS**.
- 16.5 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's Country. The agency and contact person able to provide additional information about registration are identified **in the BDS**.
- 16.6 If the Goods of the successful Bidder have not been registered in the Purchaser's Country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.
- 16.7 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial

equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications of  
the Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

(a) that a Bidder that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that in case of a Bidder not doing business within the Purchaser's Country (or for other reasons will not itself carry out service obligations), the Bidder is or will be (if awarded the Contract) represented by a local service provider in the Purchaser's Country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

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

**18. Period of Validity  
of Bids**

18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of **adjustable price** contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source, and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid

submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

- 19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB45; or
    - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 45; or
  - (ii) furnish a Performance Security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

## 20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

### 21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
- (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
  - (i) in an envelope marked “ORIGINAL – ALTERNATIVE BID”, the alternative Bid; and
  - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

### 22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.1.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall publicly open and read out in accordance with this ITB all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power

of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per item or lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
  - (c) any alternative Bids; and

(d) the presence or absence of a Bid Security or Bid Securing Declaration, if one was required.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the bidding document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Determination of Responsiveness**

29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors and Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary

information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

### **31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

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

### **32. Conversion to Single Currency**

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

**33. Margin of Preference**

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

**34. Evaluation of Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria

34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

### **35. Comparison of Bids**

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

### **36. Abnormally Low Bids**

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises

material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

### **37. Qualification of the Bidder**

- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in BDS ITB 11.1 as applicable, and Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder.
- 37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 38. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 39. Standstill Period** 39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 40. Notification of Intention to Award** 40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period; and
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **F. Award of Contract**

- 41. Award Criteria** 41.1 Subject to ITB 38, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
  - (b) the lowest evaluated cost.
- 42. Purchaser’s Right to Vary Quantities at Time of Award**
- 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 43. Notification of Award**
- 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance,, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
  - (f) successful Bidder’s Beneficial Ownership Disclosure Form.

43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**44. Debriefing by the Purchaser**

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**45. Signing of Contract**

45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

45.3 .Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **46. Performance Security**

46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder 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 Bid Security. In that event the Purchaser may award the Contract to the Bidder with the next Most Advantageous Bid.

#### **47. Procurement Related Complaint**

47.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.



## Section II - Bid Data Sheet (BDS)

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

ITB Reference	<b>A. General</b>																			
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is: <b>KE-KEMSA-537792-GO-RFB</b></p> <p>The Purchaser is: <b>Kenya Medical Supplies Authority (KEMSA)</b></p> <p>The name of the RFB is: Supply, Delivery, Installation and Commissioning of 5 No. dissolution tester units, 1 No. High performance liquid chromatograph (HPLC) with fluorescent detector and 1 No. High performance liquid chromatograph (HPLC) with refractive index detector in 3 No. Lots</p> <p>The number and identification of lots (contracts) comprising this RFB is:</p> <table border="1" data-bbox="487 997 1442 1402"> <thead> <tr> <th data-bbox="487 997 630 1062">Lot No.</th> <th data-bbox="630 997 1045 1062">Item Description</th> <th data-bbox="1045 997 1289 1062">UOM</th> <th data-bbox="1289 997 1442 1062">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="487 1062 630 1146">Lot 1</td> <td data-bbox="630 1062 1045 1146">Dissolution tester units</td> <td data-bbox="1045 1062 1289 1146">Piece</td> <td data-bbox="1289 1062 1442 1146">5</td> </tr> <tr> <td data-bbox="487 1146 630 1260">Lot 2</td> <td data-bbox="630 1146 1045 1260">High performance liquid chromatograph (HPLC) with fluorescent detector</td> <td data-bbox="1045 1146 1289 1260">Piece</td> <td data-bbox="1289 1146 1442 1260">1</td> </tr> <tr> <td data-bbox="487 1260 630 1402">Lot 3</td> <td data-bbox="630 1260 1045 1402">High performance liquid chromatographs (HPLC) with refractive index detector</td> <td data-bbox="1045 1260 1289 1402">Piece</td> <td data-bbox="1289 1260 1442 1402">1</td> </tr> </tbody> </table>				Lot No.	Item Description	UOM	Quantity	Lot 1	Dissolution tester units	Piece	5	Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	Piece	1	Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	Piece	1
Lot No.	Item Description	UOM	Quantity																	
Lot 1	Dissolution tester units	Piece	5																	
Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	Piece	1																	
Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	Piece	1																	
<b>ITB 2.1</b>	<p>The Borrower is: <b>Government of Kenya</b></p> <p>Loan or Financing Agreement amount: <b>US\$ 120 Million</b></p> <p>The name of the Project is: <b>Health Emergency Preparedness, Response and Resilience (HEPRR) Program</b></p>																			
<b>ITB 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>Two (2)</b>																			
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .																			
	<b>B. Contents of Bidding Document</b>																			

<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Purchaser's address is:  Attention: Procurement Director, Supply Chain Management  Address: North Airport Road, Embakasi  Floor/ Room number: 1<sup>st</sup> Floor, New Office Complex, Procurement wing  City: Nairobi  ZIP Code: Not applicable  Country: Kenya  Telephone: +254 719033000/ +254 726618520/1  Facsimile number: Not applicable  Electronic mail address:  <a href="mailto:procure@kemsa.go.ke/procurement.programs@kemsa.go.ke">procure@kemsa.go.ke/procurement.programs@kemsa.go.ke</a></p> <p>Requests for clarification should be received by the Purchaser no later than:  <b>Fourteen (14) days before bid submission deadline</b></p> <p>Web page: <a href="http://www.kemsa.go.ke">www.kemsa.go.ke</a></p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the Bid is: <i>English</i>.</p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>
<b>ITB 11.1</b>	<p>Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted:</p> <ul style="list-style-type: none"> <li>(i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> <li>(a) is incorporated in the country of manufacture of the Goods;</li> <li>(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;</li> <li>(c) has manufactured and marketed the specific goods covered by this bidding document, for at least two (2) years, and for similar Goods for at least three (3) years;</li> <li>(d) Has a Current, and valid manufacturing Certificate of Quality issued by an independent recognized body to the manufacturer of the product.</li> </ul> </li> </ul>

	<p>(ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce,</p> <p>(a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Purchaser’s Country;</p> <p>The Bidder shall also submit the following additional information:</p> <p>(a) a statement of installed manufacturing capacity;</p> <p>(b) copies of its audited financial statements for the past <b>three fiscal years</b>;</p> <p>(c) list of major supply contracts conducted within the last five years.</p>
<b>ITB 11.1 (j)</b>	<p>The Bidder shall submit the following additional documents in its Bid: <b>None</b></p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce Laboratory commodities including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered.</p>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder “ <i>shall not</i> be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	<p>Prices quoted for each lot (contract) shall correspond at least to <b>100%</b> percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to <b>100%</b> percent of the quantities specified for this item of a lot.</p>
<b>ITB 14.7</b>	The Incoterms edition is: <b>2020 edition</b>
<b>ITB 14.8 (a) (iii), (b) (ii) and c(v)</b>	Final Destination (Project Site): <i>Delivered Duty Paid (DDP) National Quality Control Laboratory (NQCL), Nairobi, Kenya</i>

<b>ITB 14.8 (b)(i)</b>	Place of Destination: <i>(Delivered Duty Paid (DDP National Quality Control Laboratory (NQCL), Nairobi, Kenya</i>													
<b>ITB 15.1</b>	The Bidder is <b>not</b> required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.													
<b>ITB 16.3 (b)</b>	Documentation requirements for eligibility of Goods. In addition to the documents stated in ITB 16.1, 16.2, and 16.3 (a), the following documents should be included with the Bid:  <b>None</b>													
<b>ITB 16.4</b>	The Purchaser's Country <b>does not</b> require registration of Goods.													
<b>ITB 17.2 (a)</b>	Manufacturer's authorization is: <b>Required</b>													
<b>ITB 17.2 (b)</b>	After sales service is: <b>required within the warranty period</b>													
<b>ITB 18.1</b>	The Bid shall be valid until: <b>13<sup>th</sup> December 2026</b>													
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): <b>Not applicable</b>													
<b>ITB 19.1</b>	<p>A Bid Security <b>shall be</b> required.</p> <p>The amount and currency of the Bid security shall be:</p> <table border="1" data-bbox="440 1255 1414 1717"> <thead> <tr> <th data-bbox="440 1255 532 1419"><b>Lot No.</b></th> <th data-bbox="532 1255 1040 1419"><b>Item Description</b></th> <th data-bbox="1040 1255 1414 1419"><b>Bid Security Amount (Kenya Shillings (Kes)) or equivalent in a freely convertible currency</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="440 1419 532 1472">Lot 1</td> <td data-bbox="532 1419 1040 1472">Dissolution tester units</td> <td data-bbox="1040 1419 1414 1472">500,000.00</td> </tr> <tr> <td data-bbox="440 1472 532 1587">Lot 2</td> <td data-bbox="532 1472 1040 1587">High performance liquid chromatograph (HPLC) with fluorescent detector</td> <td data-bbox="1040 1472 1414 1587">190,000.00</td> </tr> <tr> <td data-bbox="440 1587 532 1717">Lot 3</td> <td data-bbox="532 1587 1040 1717">High performance liquid chromatographs (HPLC) with refractive index detector</td> <td data-bbox="1040 1587 1414 1717">190,000.00</td> </tr> </tbody> </table> <p><i>Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total</i></p>		<b>Lot No.</b>	<b>Item Description</b>	<b>Bid Security Amount (Kenya Shillings (Kes)) or equivalent in a freely convertible currency</b>	Lot 1	Dissolution tester units	500,000.00	Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	190,000.00	Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	190,000.00
<b>Lot No.</b>	<b>Item Description</b>	<b>Bid Security Amount (Kenya Shillings (Kes)) or equivalent in a freely convertible currency</b>												
Lot 1	Dissolution tester units	500,000.00												
Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	190,000.00												
Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	190,000.00												

	<p><i>required amount, the Purchaser will determine for which lot or lots the Bid Security amount shall be applied.</i></p> <p><i>The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date.</i></p>
<b>ITB 19.3 (d)</b>	<p>Other types of acceptable securities:</p> <p>Non-bank financial institution (such as an insurance, or bonding or surety company)</p>
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b>One (1)</b>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>A written Power of Attorney</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: <b>The Chief Executive Officer</b>  <b>Kenya Medical Supplies Authority</b></p> <p>Street Address: North Airport Road, Embakasi</p> <p>Floor/ Room number: Ground Floor, KEMSA's New Office Complex</p> <p>City: Nairobi</p> <p>ZIP/Postal Code: Not applicable</p> <p>Country: Kenya</p> <p>The deadline for Bid submission is:</p> <p>Date: <b>16<sup>th</sup> June 2026</b></p> <p>Time: 1000 Hours East African Time (EAT)</p> <p>Bidders "<b>shall not</b>" have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p>Attention: <b>The Chief Executive Officer</b>  <b>Kenya Medical Supplies Authority</b></p> <p>Street Address: North Airport Road, Embakasi</p> <p>Floor/ Room number: Conference Hall, Ground Floor, KEMSA's New Office Complex</p> <p>City: Nairobi</p>

	ZIP/Postal Code: Not applicable Country: Kenya Date: <b>16<sup>th</sup> June 2026</b> Time: 1000 Hours EAT
<b>ITB 25.1</b>	The electronic Bid opening procedures shall be: <i>Not applicable</i>
<b>ITB 25.6</b>	The Letter of Bid and Price Schedules shall be initialed by all representatives of the Purchaser conducting Bid opening.  <b>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the representatives of the Purchaser</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert (at the selling exchange rate) all Bid prices expressed in various currencies into a single currency is: <b><i>Kenya Shillings (Kes.)</i></b>  The source of exchange rate shall be: <b><i>The Central Bank of Kenya</i></b>  The date for the exchange rate shall be: Deadline for submission of the Bids
<b>ITB 33.1</b>	A margin of domestic preference <b><i>shall not</i></b> apply.
<b>ITB 34.2(a)</b>	Evaluation will be done for: Lots  Note:  Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison
<b>ITB 34.6</b>	Not applicable
<b>F. Award of Contract</b>	
<b>ITB 42</b>	The maximum percentage by which quantities may be increased is: <b>15%</b> The maximum percentage by which quantities may be decreased is: <b>15%</b>

<b>ITB 47.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>Dr. Waqo Erjesa, OGW</b> <b>Chief Executive Officer</b> <b>Kenya Medical Supplies Authority</b> <b>Nairobi, Kenya</b> <b>North Airport Road, Embakasi</b> <b>Telephone: +254 719033000/ +254 726618520/1</b></p> <p><b>Electronic mail address:</b> <a href="mailto:procure@kems.go.ke">procure@kems.go.ke</a>/<a href="mailto:procurement.programs@kems.go.ke">procurement.programs@kems.go.ke</a></p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <a href="mailto:pprocurementcomplaints@worldbank.org">pprocurementcomplaints@worldbank.org</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents; and</li><li>2. the Purchaser’s decision to award the contract.</li></ol>
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# **Section III - Evaluation and Qualification Criteria**

## **Contents**

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## 1. Margin of Preference (ITB 33) (NOT APPLICABLE)

If the BDS so specifies, a margin of preference to goods manufactured in the Purchaser's Country for the purpose of Bid comparison shall be granted in accordance with the procedures outlined in subsequent paragraphs.

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

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission.
- (b) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

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

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

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

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

### Most Advantageous Bid

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

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

## 2. Evaluation (ITB 34)

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

- (a) Delivery schedule (as per Incoterms specified in the BDS): **Not Applicable**

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

- (b) Deviation in payment schedule.

**Not applicable**

- (c) Specific additional criteria

## Technical Specifications

- ❖ **Bidders MUST attach original product brochure in their bid that highlights the features matching each requirements/specification.** The product specifications provided below, must be reflected in the original technical brochure/datasheets that the bidder provides. Stating compliance without providing an original technical product brochure will be deemed non-compliant.
- ❖ Data sheet/brochure should contain the following:
  - (i) The product model name/number assigned by the manufacturer
  - (ii) Colour picture of the product which must be clear and reasonably sized.
  - (iii) Description of the product and its features.
  - (iv) Performance specification of the product including any other technical data
  - (v) Dimensions of the product
  - (vi) The assembled colour picture in the data sheet should be a representative of the product that the bidder intends to supply.
  - (vii) Highlight the product to be offered where two or more of these products appear in the brochure provided.

### DISSOLUTION TESTER UNITS

Parameter	Specifications	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure
Number of vessels	6 Test vessels minimum, plus one reference (7 total)	
Vessel volume and Material	1000 mL USP-compliant glass vessels (Borosilicate), hemispherical or round-bottom type	
Paddles/Baskets	USP Apparatus 1 (Basket) and Apparatus 2 (Paddles), interchangeable shafts	
Sinkers	Made of Stainless steel of different sizes of internal diameter (2mM,4mM, 6mM, 8mM, 10mM), packet of each size	
Speed Range	20 – 250 RPM	
Speed Accuracy	±1 RPM	
Temperature Range	Ambient +5 - 45°C	
Temperature Control	Precision water bath or waterless heating system with automatic control	
Temperature Accuracy	± 0.2°C or better	
Autosampler Integration	Built-in sample collector or external auto-sampler; automatic sampling without stopping the test	
Sampling Interval Control	Programmable time points with auto-rinse and auto-cleaning	
Filtration System	Integrated inline filter system (like 10-35 µm) before sample collection	

Parameter	Specifications	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure
Sample Cannula Movement	Programmable vertical movement with position accuracy $\pm 1$ mm	
Sample Volume Accuracy	$\pm 2\%$ or better	
Sample Collection Rack	Compatibility with 12×75 mm test tubes or 2 mL/5mL vials	
Control Interface	Touch screen or membrane keypad with method programming and password protection	
Compliance and Validation	<p>The software must support audit trails, and shall be compliant with the following data integrity principles where applicable for dissolution testing:</p> <ul style="list-style-type: none"> <li>a. ISO/IEC 17025:2017;</li> <li>b. WHO TRS 1052 Annex 4;</li> <li>c. PPB GLP (Good Laboratory Practices);</li> <li>d. 21 CFR part 11.</li> </ul>	
Connectivity	<p>USB and/or LAN port for report transfer and software integration.</p> <p>USB and/or Ethernet; software must be compatible with Windows 10 or higher.</p> <p>Compatible with LIMS integration</p>	
Safety Features	Low-level heater cut-off, vessel alignment detection, over-temperature protection	
Delivery & Installation	Installation and IQ/OQ to be completed by certified personnel; vendor to provide site readiness documentation in advance	
Training	Vendor to provide on-site user and administrator-level training	
Cleaning Program	The system must have a programmed cleaning routine for cleaning & emptying of tubing to avoid carry over and contamination	
Backup	The system should have a BACKUP & RESTORE FUNCTIONS	
Spare parts availability	Guaranteed availability of spare parts for at least five (5) years	
Warranty	Minimum 2-years full warranty covering parts and labour	
After sales service and maintenance	<ul style="list-style-type: none"> <li>a. The supplier shall mandatorily provide a detailed quotation for Annual Maintenance Contract (AMC) / Service Level Agreement (SLA) covering a period of three (3) to five (5) years post-warranty, to be submitted as part of the bid.</li> <li>b. Bidders must submit proof of manufacturer-authorized service centers in Kenya or within East Africa, with physical address, certified engineers, and maximum response time commitments.</li> </ul>	

**HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH FLUORESCENT DETECTOR**

<b>Parameter</b>	<b>Details</b>	<b>Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure</b>
Pump Module	<ul style="list-style-type: none"> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Quaternary gradient mixing</li> <li>• Automated self-priming with integrated prime pump and auto purge valve</li> <li>• Fully automatic and continuous compressibility compensation</li> <li>• Dedicated piston seal wash pump</li> <li>• Integrated solvent degassing</li> <li>• Adjustable over and under pressure limits</li> <li>• Solvent leak detection with automatic pump shut down</li> <li>• Choice of 4 solvents in case of binary gradient</li> <li>• Supports normal &amp; reverse phase chromatographic analysis without change of seals</li> <li>• System must have integrated vacuum degassing facility</li> <li>• Flow rate range: 0.001 to 10.0 ml/min or better with 0.001ml/min increment</li> <li>• Pressure Range: 0-690 bar or 0 to 6000/10000/18000 psi or better for entire flow rate range</li> <li>• Pressure Ripple &lt; 1 % of system pressure or &lt; 5 bar (72 psi), whichever is greater</li> <li>• Flow precision 0.075% RSD</li> <li>• Flow accuracy ± 1.0%</li> <li>• Composition range 0.0% to 100.0%</li> <li>• Composition precision ≤ 0.15%</li> <li>• Compositional accuracy 0.5 %</li> <li>• Retention time reproducibility &lt;0.3% RSD</li> <li>• Gradient delay volume 400 µL</li> <li>• Programmable gradient settings</li> <li>• Gradient Elution Display: Elapsed Time, Mixing Ratio, Flow Rate</li> <li>• Gradient Profiles: Linear, concave (4) and convex (4)</li> <li>• Interface for PC control and ability to operate offline</li> </ul>	
Autosampler	<ul style="list-style-type: none"> <li>• System status display panel</li> <li>• Built-in oven with integrated preheater</li> <li>• Automated dilution and derivatization capabilities</li> <li>• Support for multiple sample vial and tray formats</li> <li>• Pressure limits: Up to 10,000 psi (690 bar)</li> </ul>	

Parameter	Details	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure
	<ul style="list-style-type: none"> <li>• Injection modes: Full-loop, Partial loop-fill, <math>\mu\text{L}</math> pickup</li> <li>• Injection volume: Programmable from 0 - 9999 <math>\mu\text{L}</math> in 1 microliter increments</li> <li>• Sample vial tray of <math>\geq 96</math>; 2 mL vials</li> <li>• Sample tray compatible with cooling to sub-ambient temperatures and heating as well as missing vial detection</li> <li>• Variable Syringe speed settings</li> <li>• Injection cycle time: &lt; 20 seconds typical in partial loop mode</li> <li>• Injection precision: Full-loop injection <math>\leq 0.3\%</math> RSD; Partial loop-fill <math>\leq 0.5\%</math> RSD; <math>\mu\text{L}</math> pickup <math>\leq 1.0\%</math> RSD</li> <li>• Sample carry over: <math>\leq 0.005\%</math> or better</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Interface for PC control</li> </ul>	
Column Oven	<ul style="list-style-type: none"> <li>• Temperature Range: 0 – 80 °C</li> <li>• Controlled temperature including cooling to sub –ambient temperatures (0 °C – 80 °C)</li> <li>• Integrated solvent pre-heater</li> <li>• Capacity: Two (2) Columns or size 50 - 250mm with guard columns attached</li> <li>• Safety: Leak alarm/sensor, cutoff when max temp. exceeded</li> <li>• Interface for PC control and ability to operate offline</li> <li>• Temperature Stability: + 0.1 °C</li> <li>• Temperature Setting: steps of 0.1 °C, Accuracy + 0.5 °C</li> <li>• Heating Rate: 5 °C/min, programmable cut-off</li> <li>• Easy front panel access and easily accessed column compartment</li> <li>• Display: Liquid Crystal Display Panel</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> </ul>	
Fluorescence Detector	<ul style="list-style-type: none"> <li>• Axially irradiated flow cell</li> <li>• Dynamically temperature-controlled cell body design</li> <li>• Light Source: 150 W Xenon lamp</li> <li>• Integrated mercury lamp</li> <li>• Monochromator: Holographic concave diffraction gratings (EX and EM)</li> <li>• Detectors: Excitation: Photodiode &amp; Emission: Photomultiplier tube</li> <li>• Measurable Wavelength Range: 220 to 700 nm</li> </ul>	

Parameter	Details	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure																							
	<ul style="list-style-type: none"> <li>• Slit Width Emission: 20 nm or 40 nm (selectable)</li> <li>• Wavelength Accuracy: <math>\pm 2</math>nm</li> <li>• Wavelength Repeatability: <math>\pm 0.2</math>nm</li> <li>• Sensitivity (S/N): 1400:1 RMS Water Raman Baseline Method</li> </ul>																								
Software and data integrity	<ul style="list-style-type: none"> <li>• Suitable software to control all modules of HPLC</li> <li>• Support audit trail</li> <li>• Compliance with applicable data integrity principles as prescribed by:               <ul style="list-style-type: none"> <li>○ ISO/IEC 17025:2017;</li> <li>○ WHO TRS 999;</li> <li>○ PPB GLP (Good Laboratory Practices);</li> <li>○ 21 CFR part 11.</li> </ul> </li> </ul>																								
Columns & other requirements	<ul style="list-style-type: none"> <li>• The system must be supplied with a starter kit of USP-classified analytical HPLC columns as listed below:           <table border="1" data-bbox="505 1037 1243 1671" style="margin-left: 20px;"> <thead> <tr> <th>USP column classification</th> <th>Column size</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td rowspan="2">USP L1 – C18 (ODS)</td> <td>150 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td>250 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td rowspan="2">USP L7 – C8</td> <td>150 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td>250 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td rowspan="2">SP L10 – Phenyl</td> <td>150 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td>250 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td rowspan="2">USP L2 – Silica</td> <td>250 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> <tr> <td>300 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td>2 columns</td> </tr> </tbody> </table> </li> <li>• The system must be supplied with a starter kit of 2 mL vials, pack of one hundred (100) pieces.</li> </ul>	USP column classification	Column size	Quantity	USP L1 – C18 (ODS)	150 mm x 4.6 mm, 5 $\mu$ m	2 columns	250 mm x 4.6 mm, 5 $\mu$ m	2 columns	USP L7 – C8	150 mm x 4.6 mm, 5 $\mu$ m	2 columns	250 mm x 4.6 mm, 5 $\mu$ m	2 columns	SP L10 – Phenyl	150 mm x 4.6 mm, 5 $\mu$ m	2 columns	250 mm x 4.6 mm, 5 $\mu$ m	2 columns	USP L2 – Silica	250 mm x 4.6 mm, 5 $\mu$ m	2 columns	300 mm x 4.6 mm, 5 $\mu$ m	2 columns	
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USP L2 – Silica	250 mm x 4.6 mm, 5 $\mu$ m	2 columns																							
	300 mm x 4.6 mm, 5 $\mu$ m	2 columns																							
Installation, operational and	The supplier must undertake comprehensive and thoroughly documented <b><u>IQ</u></b> , <b><u>OQ</u></b> and <b><u>PQ (System Suitability Test &amp;</u></b>																								

Parameter	Details	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure
performance qualification (IQ, OQ, PQ)	<b>Calibration</b> of the equipment at time of commissioning (receipt) in accordance with the manufacturer’s guidelines and in conformance with International Standards (WHO/ISO).	
Training	On-site user and basic maintenance training;  Training materials, user manuals, SOPs, and application guides must be provided.	
Spare parts availability	Guaranteed availability of spare parts for at least five (5) years	
Warranty	Minimum 2-years full warranty covering parts and labour	
After sales service and maintenance	<ul style="list-style-type: none"> <li>a. The supplier shall mandatorily provide a detailed quotation for Annual Maintenance Contract (AMC) / Service Level Agreement (SLA) covering a period of three (3) to five (5) years post-warranty, to be submitted as part of the bid.</li> <li>b. Bidders must submit proof of manufacturer-authorized service centers in Kenya or within East Africa, with physical address, certified engineers, and maximum response time commitments.</li> </ul>	

## HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH REFRACTIVE INDEX DETECTOR

Parameter	Details	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure
<b>Pump Module</b>	<ul style="list-style-type: none"> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Quaternary gradient mixing</li> <li>• Automated self-priming with integrated prime pump and auto purge valve</li> <li>• Fully automatic and continuous compressibility compensation</li> <li>• Dedicated piston seal wash pump</li> <li>• Integrated solvent degassing</li> <li>• Adjustable over and under pressure limits</li> <li>• Solvent leak detection with automatic pump shut down</li> <li>• Choice of 4 solvents in case of binary gradient</li> <li>• Supports normal &amp; reverse phase chromatographic analysis without change of seals</li> <li>• System must have integrated vacuum degassing facility</li> <li>• Flow rate range: 0.001 to 10.0 ml/min or better with 0.001ml/min increment</li> <li>• Pressure Range: 0-690 bar or 0 to 6000/10000/18000 psi or better for entire flow rate range</li> <li>• Pressure Ripple &lt; 1 % of system pressure or &lt; 5 bar (72 psi), whichever is greater</li> <li>• Flow precision 0.075% RSD</li> <li>• Flow accuracy ± 1.0%</li> <li>• Composition range 0.0% to 100.0%</li> <li>• Composition precision ≤ 0.15%</li> <li>• Compositional accuracy 0.5 %</li> <li>• Retention time reproducibility &lt;0.3% RSD</li> <li>• Gradient delay volume 400 µL</li> <li>• Programmable gradient settings</li> <li>• Gradient Elution Display: Elapsed Time, Mixing Ratio, Flow Rate</li> <li>• Gradient Profiles: Linear, concave (4) and convex (4)</li> <li>• Interface for PC control and ability to operate offline</li> </ul>	
<b>Autosampler</b>	<ul style="list-style-type: none"> <li>• System status display panel</li> <li>• Built-in oven with integrated preheater</li> <li>• Automated dilution and derivatization capabilities</li> <li>• Support for multiple sample vial and tray formats</li> </ul>	

Parameter	Details	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure
	<ul style="list-style-type: none"> <li>• Pressure limits: Up to 10,000 psi (690 bar)</li> <li>• Injection modes: Full-loop, Partial loop-fill, <math>\mu\text{L}</math> pickup</li> <li>• Injection volume: Programmable from 0 - 9999 <math>\mu\text{L}</math> in 1 microliter increments</li> <li>• Sample vial tray of <math>\geq 96</math>; 2 mL vials</li> <li>• Sample tray compatible with cooling to sub-ambient temperatures and heating as well as missing vial detection</li> <li>• Variable Syringe speed settings</li> <li>• Injection cycle time: &lt; 20 seconds typical in partial loop mode</li> <li>• Injection precision: Full-loop injection <math>\leq 0.3\%</math> RSD; Partial loop-fill <math>\leq 0.5\%</math> RSD; <math>\mu\text{L}</math> pickup <math>\leq 1.0\%</math> RSD</li> <li>• Sample carry over: <math>\leq 0.005\%</math> or better</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Interface for PC control</li> </ul>	
<b>Column Oven</b>	<ul style="list-style-type: none"> <li>• Temperature Range: 0 – 80 °C</li> <li>• Controlled temperature including cooling to sub –ambient temperatures (0 °C – 80 °C)</li> <li>• Integrated solvent pre-heater</li> <li>• Capacity: Two (2) Columns or size 50 - 250mm with guard columns attached</li> <li>• Safety: Leak alarm/sensor, cutoff when max temp. exceeded</li> <li>• Interface for PC control and ability to operate offline</li> <li>• Temperature Stability: + 0.1 °C</li> <li>• Temperature Setting: steps of 0.1 °C, Accuracy + 0.5 °C</li> <li>• Heating Rate: 5 °C/min, programmable cut-off</li> <li>• Easy front panel access and easily accessed column compartment</li> <li>• Display: Liquid Crystal Display Panel</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> </ul>	
<b>Refractive Index Detector</b>	<ul style="list-style-type: none"> <li>• Refractive Index Range 1.00 to 1.75</li> <li>• Measurement Range <ul style="list-style-type: none"> <li>• High 50 x 10<sup>-6</sup> RIU/1V</li> <li>• Standard 500 x 10<sup>-6</sup> RIU/1V</li> <li>• Low 5000 x 10<sup>-6</sup> RIU/1V</li> </ul> </li> <li>• Linearity</li> </ul>	

Parameter	Details	Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure													
	<ul style="list-style-type: none"> <li>• High <math>5 \times 10^{-5}</math></li> <li>• Standard <math>5 \times 10^{-4}</math> RIU</li> <li>• Low <math>5 \times 10^{-3}</math> RIU</li> <li>• Noise <math>\leq 0.20 \times 10^{-8}</math> RIU</li> <li>• Drift <math>\leq 200</math> uV/h (0.1 uRIU/h)</li> <li>• Temperature Setting Range 0 to 45 °C (1 °C increments) via PID control heater</li> <li>• Measurement System Deflection type</li> <li>• Light Source Type Light Emitting Diode (LED)</li> <li>• Flow Cell Volume 10 <math>\mu</math>L</li> </ul>														
<b>Software and data integrity</b>	<ul style="list-style-type: none"> <li>• Suitable software to control all modules of HPLC compliant to 21 CFR part 11</li> <li>• Support audit trail</li> <li>• Compliance with applicable data integrity principles as prescribed by: <ul style="list-style-type: none"> <li>○ ISO/IEC 17025:2017;</li> <li>○ WHO TRS 999;</li> <li>○ PPB GLP (Good Laboratory Practices);</li> <li>○ 21 CFR part 11.</li> </ul> </li> </ul>														
<b>Columns &amp; other requirements</b>	<ul style="list-style-type: none"> <li>• The system must be supplied with a starter kit of USP-classified analytical HPLC columns as listed below:</li> </ul> <table border="1" data-bbox="506 1436 1299 1841"> <thead> <tr> <th data-bbox="506 1436 769 1541">USP column classification</th> <th data-bbox="769 1436 1117 1541">Column size</th> <th data-bbox="1117 1436 1299 1541">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="506 1541 769 1692" rowspan="2">SP L1 – C18 (ODS)</td> <td data-bbox="769 1541 1117 1625">150 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td data-bbox="1117 1541 1299 1625">2 columns</td> </tr> <tr> <td data-bbox="769 1625 1117 1692">250 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td data-bbox="1117 1625 1299 1692">2 columns</td> </tr> <tr> <td data-bbox="506 1692 769 1841" rowspan="2">USP L7 – C8</td> <td data-bbox="769 1692 1117 1776">150 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td data-bbox="1117 1692 1299 1776">2 columns</td> </tr> <tr> <td data-bbox="769 1776 1117 1841">250 mm x 4.6 mm, 5 <math>\mu</math>m</td> <td data-bbox="1117 1776 1299 1841">2 columns</td> </tr> </tbody> </table>	USP column classification	Column size	Quantity	SP L1 – C18 (ODS)	150 mm x 4.6 mm, 5 $\mu$ m	2 columns	250 mm x 4.6 mm, 5 $\mu$ m	2 columns	USP L7 – C8	150 mm x 4.6 mm, 5 $\mu$ m	2 columns	250 mm x 4.6 mm, 5 $\mu$ m	2 columns	
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	250 mm x 4.6 mm, 5 $\mu$ m	2 columns													

Parameter	Details			Bidder Must State Their Compliance with the Specification (Yes/No) And reference each spec to the provided Product Brochure	
		USP L8 – Amino	250 mm x 4.6 mm, 5 µm	2 columns	
			300 mm x 4.6 mm, 5 µm	2 columns	
		USP L2 – Silica	250 mm x 4.6 mm, 5 µm	2 columns	
			300 mm x 4.6 mm, 5 µm	2 columns	
	<ul style="list-style-type: none"> <li>The system must be supplied with a starter kit of 2 mL vials, pack of one hundred (100) pieces.</li> </ul>				
Installation, Operational and Performance Qualification (IQ, OQ, PQ)	The supplier must undertake comprehensive and thoroughly documented <b><u>IQ, OQ and PQ (System Suitability Test &amp; Calibration)</u></b> of the equipment at time of commissioning (receipt) in accordance with the manufacturer’s guidelines and in conformance with International Standards ( <b>WHO/ISO</b> ).				
<b>Training</b>	On-site user and basic maintenance training;  Training materials, user manuals, SOPs, and application guides must be provided.				
Spare parts availability	Guaranteed availability of spare parts for at least five (5) years				
Warranty	Minimum 2-years full warranty covering parts and labour				
After sales service and maintenance	<ol style="list-style-type: none"> <li>The supplier shall mandatorily provide a detailed quotation for Annual Maintenance Contract (AMC) / Service Level Agreement (SLA) covering a period of three (3) to five (5) years post-warranty, to be submitted as part of the bid.</li> <li>Bidders must submit proof of manufacturer-authorized service centers in Kenya or within East Africa, with physical address, certified engineers, and maximum response time commitments.</li> </ol>				
Branding/ Marking:	Branding/ Marking: Project logo shall be conspicuously and permanently branded on the equipment (Applicable to the awarded supplier)				

## 2.2. Multiple Contracts (ITB 34.4)

After considering all possible combination of lots, the Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated cost of the combination of Bids (one contract per Bid), and meets the qualification criteria in this Section III, Sub-Section ITB 37.1 Qualification Requirements.

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.6

Bid evaluation of such Bids will be carried out as per the following procedures. The average price (or highest price as specified in BDS 30.3) of an item quoted by substantially responsive Bidders will be added to the Bid price of those who did not quote for that item and the equivalent total cost of the Bid so determined will be used for Bid comparison, evaluation, and award

- (b) take into account:
  - (i) the lowest-evaluated cost for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid- **NOT APPLICABLE**

## 2.3. Alternative Bids (ITB 13.1)

**Not applicable**

## 3. Qualification (ITB 37)

The Bidder shall demonstrate that it continues to meet the prequalification criteria. The Bidder shall use the relevant forms in Section IV in case there is any update to the information that it submitted for prequalification.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Letter
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5 and 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Letter
1.4	<b>State-owned enterprise of the Borrower country</b>	Meet conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.5	<b>United Nations resolution or Borrower’s country law</b>	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of Supplier’s default since 1 <sup>st</sup> January 2022	Must meet requirement <sup>2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form PER-1
2.2	<b>Suspension</b>	Not under suspension based on	Must meet	Must meet	Must meet	N/A	Bid Submission

<sup>1</sup> Nonperformance, as decided by the Purchaser, shall include all contracts where (a) nonperformance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Nonperformance shall not include contracts where Purchaser’s decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	<b>Based on Execution of Bid/Proposal Securing Declaration by the Purchaser</b>	execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7.	requirement	requirement	requirement		Letter
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder since 1 <sup>st</sup> January /2020 <sup>3</sup>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form PER-1
2.5	<b>Bank's SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor)	N/A	Must meet requirement (including each subcontractor proposed by the Applicant)	N/A	Bid Submission Letter, Form PER-2
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Purchaser, for the last Three (3) years shall be submitted and must	Must meet requirement	N/A	Must meet requirement	N/A	

<sup>3</sup> The Bidder shall provide accurate information on the Bid Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation													
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements												
				All Members Combined	Each Member	One Member													
		demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.																	
3.2	<b>Average Annual Turnover</b>	<p>Average annual turnover (Average Annual Sales Revenue) from supply of Health Sector Goods of amounts as follows:</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Item Description</th> <th>US\$</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>Dissolution tester units</td> <td>600,000.00</td> </tr> <tr> <td>Lot 2</td> <td>High performance liquid chromatograph (HPLC) with fluorescent detector</td> <td>230,000.00</td> </tr> <tr> <td>Lot 3</td> <td>High performance liquid chromatographs (HPLC) with refractive index detector</td> <td>230,000.00</td> </tr> </tbody> </table> <p>calculated as total certified payments received for contracts in progress and/or completed during the last three years.</p>	Lot No.	Item Description	US\$	Lot 1	Dissolution tester units	600,000.00	Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	230,000.00	Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	230,000.00	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2
Lot No.	Item Description	US\$																	
Lot 1	Dissolution tester units	600,000.00																	
Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	230,000.00																	
Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	230,000.00																	
3.3	<b>Current</b>	The Bidder shall also demonstrate,					Form CON -1												

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	<b>Commitments</b>	to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.					
<b>4. Experience</b>							
4.1	<b>General Experience</b>	Experience in supply of Health Sector Goods for at least the last five years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
4.2 (a)	<b>Specific Experience</b>	(i) Documentary evidence of the Bidder’s qualifications to perform the Contract in accordance with 4.2 (b)(i) below (ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below. (iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below.	Must meet requirement  Must meet requirement  Must meet requirement	Must meet requirement  Must meet requirement  Must meet requirement	N/A  N/A  N/A	Must meet requirement  Must meet requirement  Must meet requirement	
4.2 (b)	See below for details						

## Specific Experience Requirements

The Specific Experience Requirements under 4.2 (b) (from the table above) are as follows:

### 4.2 (b)(i) Documentary evidence in accordance with BDS ITB 11.1

#### 4.2(b)(ii) Technical and Production Capability

The Bidder shall provide evidence that it has the technical, and production capability necessary to perform the Contract:

- (i) that it has successfully completed or substantially completed at least **three (3)** similar contracts for each lot for supply of the goods and within the last five years. Similar contracts are those of approximately the same size and that includes comparable products.

The goods may have been supplied by the Bidder as a manufacturer or by its agent, with references being submitted to confirm satisfactory performance,

- (ii) that it has achieved an annual average production rate of **at least three (3) times** the quantities specified under the contract for each lot during the last three years

### 4.2 (b)(iii) Experience on Packaging, Distribution and Transportation

The Bidder should provide proof of experience with and knowledge of modes of packing, distribution, and transportation of Laboratory Commodities similar to those subject to Bidding under logistical and climatic conditions similar to the ones in the purchaser's country. It should provide names of countries to which the Bidder has supplied (including packaged, distributed, and transported) products worth at least amounts as indicated for each lot within the past three years.

Lot No.	Item Description	Amount (US\$)
Lot 1	Dissolution tester units	415,000.00
Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	155,000.00
Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	155,000.00



## Section IV - Bidding Forms

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## Letter of Bid

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

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

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

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

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

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

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

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

We, including any of our subcontractors:

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

- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
- Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;
- Or
- Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- (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 is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture partner or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;

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

Name of Recipient	Address	Reason	Amount

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

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

## Form ELI -1.1 - Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*  
 RFB No.: *[insert number of bidding process]*  
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## Form ELI -1.1 (continued) - Bidder Information Form

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

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

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

1. Bidder's name			
2. 2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current health authority registration information:			
16. Proof of product and facility registrations with purchaser's country regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP)			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods:			
Date of last inspection:			
18. Quality Assurance Certification (Please include a copy of your latest certificate):			

19. Production capacity: *[insert peak and average production capacity over the last three years in units/day or units/month, etc.]*

20. List of names and addresses of sources of raw material and what products they will be used in:

21. List product recalls linked to defects during the last 36 months. Include reason and date of recall.

22. Are technical documents available in: **English**

Yes No

## Bidder's JV Members Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*  
RFB No.: *[insert number of bidding process]*  
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and not under the supervision of the Purchaser, in accordance with ITB4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

## Form FIN – 3.1

### Financial Situation and Performance

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

Bidder's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

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

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

#### 1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

### 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for *Three (3)* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>4</sup> for the *[number]* years required above; and complying with the requirements

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<sup>4</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bidding, the reason for this should be justified.

## Form FIN - 3.2

### Average Annual Turnover (Annual Sales Value)

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

Bidder's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

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

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

<b>Annual turnover data</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>USD equivalent</b>
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover *	

\* Total USD equivalent for all years divided by the total number of years.

**Form CON-1**  
**Current Contract Commitments / Contracts in**  
**Progress Form**

1. Name of Contract(s)
2. Purchaser Contact Information <i>[insert address, telephone, fax, e-mail address]</i>
3. Value of outstanding contracts <i>[current US\$ equivalent]</i>
4. Estimated delivery date
5. Average monthly invoices over the last six months (US\$/mon.)

## Form- EXP-1 Experience

Contracts over <i>[insert amount]</i> during the last Five years:				
Purchaser	Value	Year	Goods/Services Supplied	Country of Destination

## Form- PER 1

### Historical Contract Non-Performance, and Pending Litigation and Litigation History

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

Bidder's Name: *[insert full name]*

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

Joint Venture Member Name: *[insert full name]*

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria <i>(In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)</i>			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria <i>(In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)</i>			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD

			<b>Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i>  Status of dispute:	<i>[insert amount]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria <i>(In case of prequalification, in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document)</i>			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History as indicated below:			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## Form PER –2

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

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

Bidder's Name: *[insert full name]*

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

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

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

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

#### SEA and/or SH Declaration

#### in accordance with Section III, Qualification Criteria, and Requirements

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.

***[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]***

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

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

(Group C Bids, goods to be imported)										Date: _____					
Currencies in accordance with ITB 15										RFB No: _____					
										Alternative No: _____					
										Page N° _____ of _____					
1	2	3	4	5	6	7			8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price per item [6 x 8]	Local agent’s commission as a % of CIP price included in quoted price	Shipment weight and volume	Name of Manufacturer	Cnty. Of origin	Pharmacopoeial standard
						[a] CIP named place of destination (specify one)	[b] Inland transp., insurance & other local costs incidental to delivery if specified	[c] Other incidental costs as defined in the SCC							
Total Bid Price: Currency: In figures: In words:															

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

In the capacity of: *[ insert: title or other appropriate designation ]*

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

(Group C Bids, Goods already imported)											Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____					
Currencies in accordance with ITB 15																
1	2	3	4	5	6	7					8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices					Total Unit price [c+d+e]	Total price per line item [6x8]	Sales and other taxes payable per item if Contract is awarded	Name of manufacturer	Ctry. of origin	Pharmaceutical standard
						[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c]=a-b Unit Price net of custom duties and import taxes	[d] Inland transp., insurance & other local costs incidental to delivery	[e] Other incidental costs as defined in the SCC						
Note:											Total Bid Price: _____					
(i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..											Currency: _____					
											In figures: _____					
											In words: _____					

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

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

## Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country _____						(Group A and B Bids)  Currencies in accordance with ITB 15				Date: _____ RFB No: _____ Alternative No: _____  Page N° _____ of _____				
1	2	3	4	5	6	7			8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price	Sales and other taxes payable if contract is awarded	Name of manufacturer	Pharmaco- poeial standard	Local input in the cost as % of ex-factory price in column 7[a]
						[a] Ex-factory Ex-warehouse Ex-showroom Off the shelf	[b] Inland transp., insurance & other local costs incidental to delivery	[c] Other incidental costs as defined in the SCC						
									Total Bid Price: _____ Currency: _____ In figures: _____ In words: _____					
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i> In the capacity of: <i>[insert: title or other appropriate designation]</i>														

## Form of Bid Security - (Bank guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the

successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

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*[Signature(s)]*

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

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## Form of Bid Security (Bid Bond)

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

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

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>5</sup>*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

<sup>5</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

## Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

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

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

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## **Section V - Eligible Countries**

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

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

Under ITB 4.8(a) and 5.1: None

Under ITB 4.8(b) and 5.1: None



## **Section VI - Fraud and Corruption**

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

### **1. Purpose**

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (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, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, 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:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions, policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated 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.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **PART 2 – Supply Requirements**

# Section VII - Schedule of Requirements

## Contents

1. List of Goods and Delivery Schedule .....	101
2. Technical Specifications .....	109
3. Inspections and Tests .....	114

## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Physical unit	Quantity	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [ <i>to be provided by the Bidder</i> ]
Lot 1	Dissolution tester units	Piece	5	National Quality Control Laboratory (NQCL), Nairobi	14 Weeks	18 Weeks	
Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	Piece	1	National Quality Control Laboratory (NQCL), Nairobi	14 Weeks	18 Weeks	
Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	Piece	1	National Quality Control Laboratory (NQCL), Nairobi	14 Weeks	18 Weeks	



## Technical Specifications

### Lot 1: DISSOLUTION TESTER UNITS

Parameter	Specifications
Number of vessels	6 Test vessels minimum, plus one reference (7 total)
Vessel volume and Material	1000 mL USP-compliant glass vessels (Borosilicate), hemispherical or round-bottom type
Paddles/Baskets	USP Apparatus 1 (Basket) and Apparatus 2 (Paddles), interchangeable shafts
Sinkers	Made of Stainless steel of different sizes of internal diameter (2mM,4mM, 6mM, 8mM, 10mM), packet of each size
Speed Range	20 – 250 RPM
Speed Accuracy	±1 RPM
Temperature Range	Ambient +5 - 45°C
Temperature Control	Precision water bath or waterless heating system with automatic control
Temperature Accuracy	± 0.2°C or better
Autosampler Integration	Built-in sample collector or external auto-sampler; automatic sampling without stopping the test
Sampling Interval Control	Programmable time points with auto-rinse and auto-cleaning
Filtration System	Integrated inline filter system (like 10-35 µm) before sample collection
Sample Cannula Movement	Programmable vertical movement with position accuracy ± 1 mm
Sample Volume Accuracy	± 2% or better
Sample Collection Rack	Compatibility with 12×75 mm test tubes or 2 mL/5mL vials
Control Interface	Touch screen or membrane keypad with method programming and password protection
Compliance and Validation	The software must support audit trails, and shall be compliant with the following data integrity principles where applicable for dissolution testing: <ul style="list-style-type: none"> <li>e. ISO/IEC 17025:2017;</li> <li>f. WHO TRS 1052 Annex 4;</li> <li>g. PPB GLP (Good Laboratory Practices);</li> <li>h. 21 CFR part 11.</li> </ul>
Connectivity	USB and/or LAN port for report transfer and software integration. USB and/or Ethernet; software must be compatible with Windows 10 or higher. Compatible with LIMS integration
Safety Features	Low-level heater cut-off, vessel alignment detection, over-temperature protection
Delivery & Installation	Installation and IQ/OQ to be completed by certified personnel; vendor to provide site readiness documentation in advance
Training	Vendor to provide on-site user and administrator-level training
Cleaning Program	The system must have a programmed cleaning routine for cleaning & emptying of tubing to avoid carry over and contamination
Backup	The system should have a BACKUP & RESTORE FUNCTIONS
Spare parts availability	Guaranteed availability of spare parts for at least five (5) years
Warranty	Minimum 2-years full warranty covering parts and labour
After sales service and maintenance	<ul style="list-style-type: none"> <li>c. The supplier shall mandatorily provide a detailed quotation for Annual Maintenance Contract (AMC) / Service Level Agreement (SLA) covering a period of three (3) to five (5) years post-warranty, to be submitted as part of the bid.</li> <li>d. Bidders must submit proof of manufacturer-authorized service centers in Kenya or within East Africa, with physical address, certified engineers, and maximum response time commitments.</li> </ul>

**Lot 2: HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH FLUORESCENT DETECTOR**

Parameter	Details
<b>Pump Module</b>	<ul style="list-style-type: none"> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Quaternary gradient mixing</li> <li>• Automated self-priming with integrated prime pump and auto purge valve</li> <li>• Fully automatic and continuous compressibility compensation</li> <li>• Dedicated piston seal wash pump</li> <li>• Integrated solvent degassing</li> <li>• Adjustable over and under pressure limits</li> <li>• Solvent leak detection with automatic pump shut down</li> <li>• Choice of 4 solvents in case of binary gradient</li> <li>• Supports normal &amp; reverse phase chromatographic analysis without change of seals</li> <li>• System must have integrated vacuum degassing facility</li> <li>• Flow rate range: 0.001 to 10.0 ml/min or better with 0.001ml/min increment</li> <li>• Pressure Range: 0-690 bar or 0 to 6000/10000/18000 psi or better for entire flow rate range</li> <li>• Pressure Ripple &lt; 1 % of system pressure or &lt; 5 bar (72 psi), whichever is greater</li> <li>• Flow precision 0.075% RSD</li> <li>• Flow accuracy <math>\pm 1.0\%</math></li> <li>• Composition range 0.0% to 100.0%</li> <li>• Composition precision <math>\leq 0.15\%</math></li> <li>• Compositional accuracy 0.5 %</li> <li>• Retention time reproducibility &lt;0.3% RSD</li> <li>• Gradient delay volume 400 <math>\mu\text{L}</math></li> <li>• Programmable gradient settings</li> <li>• Gradient Elution Display: Elapsed Time, Mixing Ratio, Flow Rate</li> <li>• Gradient Profiles: Linear, concave (4) and convex (4)</li> <li>• Interface for PC control and ability to operate offline</li> </ul>
<b>Autosampler</b>	<ul style="list-style-type: none"> <li>• System status display panel</li> <li>• Built-in oven with integrated preheater</li> <li>• Automated dilution and derivatization capabilities</li> <li>• Support for multiple sample vial and tray formats</li> <li>• Pressure limits: Up to 10,000 psi (690 bar)</li> <li>• Injection modes: Full-loop, Partial loop-fill, <math>\mu\text{L}</math> pickup</li> <li>• Injection volume: Programmable from 0 - 9999 <math>\mu\text{L}</math> in 1 microliter increments</li> <li>• Sample vial tray of <math>\geq 96</math>; 2 mL vials</li> <li>• Sample tray compatible with cooling to sub-ambient temperatures and heating as well as missing vial detection</li> <li>• Variable Syringe speed settings</li> <li>• Injection cycle time: &lt; 20 seconds typical in partial loop mode</li> <li>• Injection precision: Full-loop injection <math>\leq 0.3\%</math> RSD; Partial loop-fill <math>\leq 0.5\%</math> RSD; <math>\mu\text{L}</math> pickup <math>\leq 1.0\%</math> RSD</li> <li>• Sample carry over: <math>\leq 0.005\%</math> or better</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Interface for PC control</li> </ul>
<b>Column Oven</b>	<ul style="list-style-type: none"> <li>• Temperature Range: 0 – 80 °C</li> <li>• Controlled temperature including cooling to sub –ambient temperatures (0 °C – 80 °C)</li> </ul>

Parameter	Details																							
	<ul style="list-style-type: none"> <li>• Integrated solvent pre-heater</li> <li>• Capacity: Two (2) Columns or size 50 - 250mm with guard columns attached</li> <li>• Safety: Leak alarm/sensor, cutoff when max temp. exceeded</li> <li>• Interface for PC control and ability to operate offline</li> <li>• Temperature Stability: + 0.1 °C</li> <li>• Temperature Setting: steps of 0.1 °C, Accuracy + 0.5 °C</li> <li>• Heating Rate: 5 °C/min, programmable cut-off</li> <li>• Easy front panel access and easily accessed column compartment</li> <li>• Display: Liquid Crystal Display Panel</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> </ul>																							
<b>Fluorescence Detector</b>	<ul style="list-style-type: none"> <li>• Axially irradiated flow cell</li> <li>• Dynamically temperature-controlled cell body design</li> <li>• Light Source: 150 W Xenon lamp</li> <li>• Integrated mercury lamp</li> <li>• Monochromator: Holographic concave diffraction gratings (EX and EM)</li> <li>• Detectors: Excitation: Photodiode &amp; Emission: Photomultiplier tube</li> <li>• Measurable Wavelength Range: 220 to 700 nm</li> <li>• Slit Width Emission: 20 nm or 40 nm (selectable)</li> <li>• Wavelength Accuracy: ±2nm</li> <li>• Wavelength Repeatability: ±0.2nm</li> <li>• Sensitivity (S/N): 1400:1 RMS Water Raman Baseline Method</li> </ul>																							
<b>Software and data integrity</b>	<ul style="list-style-type: none"> <li>• Suitable software to control all modules of HPLC</li> <li>• Support audit trail</li> <li>• Compliance with applicable data integrity principles as prescribed by: <ul style="list-style-type: none"> <li>○ ISO/IEC 17025:2017;</li> <li>○ WHO TRS 999;</li> <li>○ PPB GLP (Good Laboratory Practices);</li> <li>○ 21 CFR part 11.</li> </ul> </li> </ul>																							
<b>Columns &amp; other requirements</b>	<ul style="list-style-type: none"> <li>• The system must be supplied with a starter kit of USP-classified analytical HPLC columns as listed below:</li> </ul> <table border="1" data-bbox="542 1339 1546 2030"> <thead> <tr> <th data-bbox="542 1339 867 1415">USP column classification</th> <th data-bbox="867 1339 1159 1415">Column size</th> <th data-bbox="1159 1339 1546 1415">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="542 1415 867 1491" rowspan="2">USP L1 – C18 (ODS)</td> <td data-bbox="867 1415 1159 1491">150 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1415 1546 1491">2 columns</td> </tr> <tr> <td data-bbox="867 1491 1159 1566">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1491 1546 1566">2 columns</td> </tr> <tr> <td data-bbox="542 1566 867 1642" rowspan="2">USP L7 – C8</td> <td data-bbox="867 1566 1159 1642">150 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1566 1546 1642">2 columns</td> </tr> <tr> <td data-bbox="867 1642 1159 1717">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1642 1546 1717">2 columns</td> </tr> <tr> <td data-bbox="542 1717 867 1793" rowspan="2">USP L10 – Phenyl</td> <td data-bbox="867 1717 1159 1793">150 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1717 1546 1793">2 columns</td> </tr> <tr> <td data-bbox="867 1793 1159 1869">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1793 1546 1869">2 columns</td> </tr> <tr> <td data-bbox="542 1869 867 1944" rowspan="2">USP L2 – Silica</td> <td data-bbox="867 1869 1159 1944">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1869 1546 1944">2 columns</td> </tr> <tr> <td data-bbox="867 1944 1159 2020">300 mm x 4.6 mm, 5 µm</td> <td data-bbox="1159 1944 1546 2020">2 columns</td> </tr> </tbody> </table>	USP column classification	Column size	Quantity	USP L1 – C18 (ODS)	150 mm x 4.6 mm, 5 µm	2 columns	250 mm x 4.6 mm, 5 µm	2 columns	USP L7 – C8	150 mm x 4.6 mm, 5 µm	2 columns	250 mm x 4.6 mm, 5 µm	2 columns	USP L10 – Phenyl	150 mm x 4.6 mm, 5 µm	2 columns	250 mm x 4.6 mm, 5 µm	2 columns	USP L2 – Silica	250 mm x 4.6 mm, 5 µm	2 columns	300 mm x 4.6 mm, 5 µm	2 columns
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Parameter	Details
	<ul style="list-style-type: none"> <li>The system must be supplied with a starter kit of 2 mL vials, pack of one hundred (100) pieces.</li> </ul>
<b>Installation, operational and performance qualification (IQ, OQ, PQ)</b>	The supplier must undertake comprehensive and thoroughly documented <b><u>IQ, OQ</u></b> and <b><u>PQ (System Suitability Test &amp; Calibration)</u></b> of the equipment at time of commissioning (receipt) in accordance with the manufacturer's guidelines and in conformance with International Standards ( <b>WHO/ISO</b> ).
<b>Training</b>	On-site user and basic maintenance training; Training materials, user manuals, SOPs, and application guides must be provided.
<b>Spare parts availability</b>	Guaranteed availability of spare parts for at least five (5) years
<b>Warranty</b>	Minimum 2-years full warranty covering parts and labour
After sales service and maintenance	<ul style="list-style-type: none"> <li>c. The supplier shall mandatorily provide a detailed quotation for Annual Maintenance Contract (AMC) / Service Level Agreement (SLA) covering a period of three (3) to five (5) years post-warranty, to be submitted as part of the bid.</li> <li>d. Bidders must submit proof of manufacturer-authorized service centers in Kenya or within East Africa, with physical address, certified engineers, and maximum response time commitments.</li> </ul>

### Lot 3: HIGH PERFORMANCE LIQUID CHROMATOGRAPH WITH REFRACTIVE INDEX DETECTOR

Parameter	Details
<b>Pump Module</b>	<ul style="list-style-type: none"> <li>Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>Quaternary gradient mixing</li> <li>Automated self-priming with integrated prime pump and auto purge valve</li> <li>Fully automatic and continuous compressibility compensation</li> <li>Dedicated piston seal wash pump</li> <li>Integrated solvent degassing</li> <li>Adjustable over and under pressure limits</li> <li>Solvent leak detection with automatic pump shut down</li> <li>Choice of 4 solvents in case of binary gradient</li> <li>Supports normal &amp; reverse phase chromatographic analysis without change of seals</li> <li>System must have integrated vacuum degassing facility</li> <li>Flow rate range: 0.001 to 10.0 ml/min or better with 0.001ml/min increment</li> <li>Pressure Range: 0-690 bar or 0 to 6000/10000/18000 psi or better for entire flow rate range</li> <li>Pressure Ripple &lt; 1 % of system pressure or &lt; 5 bar (72 psi), whichever is greater</li> <li>Flow precision 0.075% RSD</li> <li>Flow accuracy <math>\pm 1.0\%</math></li> <li>Composition range 0.0% to 100.0%</li> <li>Composition precision <math>\leq 0.15\%</math></li> <li>Compositional accuracy 0.5 %</li> <li>Retention time reproducibility &lt;0.3% RSD</li> <li>Gradient delay volume 400 <math>\mu\text{L}</math></li> <li>Programmable gradient settings</li> <li>Gradient Elution Display: Elapsed Time, Mixing Ratio, Flow Rate</li> <li>Gradient Profiles: Linear, concave (4) and convex (4)</li> </ul>

Parameter	Details
	<ul style="list-style-type: none"> <li>• Interface for PC control and ability to operate offline</li> </ul>
<b>Autosampler</b>	<ul style="list-style-type: none"> <li>• System status display panel</li> <li>• Built-in oven with integrated preheater</li> <li>• Automated dilution and derivatization capabilities</li> <li>• Support for multiple sample vial and tray formats</li> <li>• Pressure limits: Up to 10,000 psi (690 bar)</li> <li>• Injection modes: Full-loop, Partial loop-fill, <math>\mu\text{L}</math> pickup</li> <li>• Injection volume: Programmable from 0 - 9999 <math>\mu\text{L}</math> in 1 microliter increments</li> <li>• Sample vial tray of <math>\geq 96</math>; 2 mL vials</li> <li>• Sample tray compatible with cooling to sub-ambient temperatures and heating as well as missing vial detection</li> <li>• Variable Syringe speed settings</li> <li>• Injection cycle time: &lt; 20 seconds typical in partial loop mode</li> <li>• Injection precision: Full-loop injection <math>\leq 0.3</math> % RSD; Partial loop-fill <math>\leq 0.5</math> % RSD; <math>\mu\text{L}</math> pickup <math>\leq 1.0</math> % RSD</li> <li>• Sample carry over: <math>\leq 0.005</math> % or better</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> <li>• Interface for PC control</li> </ul>
<b>Column Oven</b>	<ul style="list-style-type: none"> <li>• Temperature Range: 0 – 80 °C</li> <li>• Controlled temperature including cooling to sub –ambient temperatures (0 °C – 80 °C)</li> <li>• Integrated solvent pre-heater</li> <li>• Capacity: Two (2) Columns or size 50 - 250mm with guard columns attached</li> <li>• Safety: Leak alarm/sensor, cutoff when max temp. exceeded</li> <li>• Interface for PC control and ability to operate offline</li> <li>• Temperature Stability: + 0.1 °C</li> <li>• Temperature Setting: steps of 0.1 °C, Accuracy + 0.5 °C</li> <li>• Heating Rate: 5 °C/min, programmable cut-off</li> <li>• Easy front panel access and easily accessed column compartment</li> <li>• Display: Liquid Crystal Display Panel</li> <li>• Power Requirements: 220 – 240 V AC 50/60Hz</li> </ul>
<b>Refractive Index Detector</b>	<ul style="list-style-type: none"> <li>• Refractive Index Range 1.00 to 1.75</li> <li>• Measurement Range <ul style="list-style-type: none"> <li>• High <math>50 \times 10^{-6}</math> RIU/1V</li> <li>• Standard <math>500 \times 10^{-6}</math> RIU/1V</li> <li>• Low <math>5000 \times 10^{-6}</math> RIU/1V</li> </ul> </li> <li>• Linearity <ul style="list-style-type: none"> <li>• High <math>5 \times 10^{-5}</math></li> <li>• Standard <math>5 \times 10^{-4}</math> RIU</li> <li>• Low <math>5 \times 10^{-3}</math> RIU</li> </ul> </li> <li>• Noise <math>\leq 0.20 \times 10^{-8}</math> RIU</li> <li>• Drift <math>\leq 200</math> uV/h (0.1 uRIU/h)</li> <li>• Temperature Setting Range 0 to 45 °C (1 °C increments) via PID control heater</li> <li>• Measurement System Deflection type</li> </ul>

Parameter	Details																							
	<ul style="list-style-type: none"> <li>• Light Source Type Light Emitting Diode (LED)</li> <li>• Flow Cell Volume 10 µL</li> </ul>																							
<b>Software and data integrity</b>	<ul style="list-style-type: none"> <li>• Suitable software to control all modules of HPLC complaint to 21 CFR part 11</li> <li>• Support audit trail</li> <li>• Compliance with applicable data integrity principles as prescribed by:               <ul style="list-style-type: none"> <li>○ ISO/IEC 17025:2017;</li> <li>○ WHO TRS 999;</li> <li>○ PPB GLP (Good Laboratory Practices);</li> <li>○ 21 CFR part 11.</li> </ul> </li> </ul>																							
<b>Columns &amp; other requirements</b>	<ul style="list-style-type: none"> <li>• The system must be supplied with a starter kit of USP-classified analytical HPLC columns as listed below:           <table border="1" data-bbox="493 617 1500 1325"> <thead> <tr> <th data-bbox="493 617 815 695">USP column classification</th> <th data-bbox="815 617 1114 695">Column size</th> <th data-bbox="1114 617 1500 695">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="493 695 815 772" rowspan="2">USP L1 – C18 (ODS)</td> <td data-bbox="815 695 1114 772">150 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 695 1500 772">2 columns</td> </tr> <tr> <td data-bbox="815 772 1114 850">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 772 1500 850">2 columns</td> </tr> <tr> <td data-bbox="493 850 815 928" rowspan="2">USP L7 – C8</td> <td data-bbox="815 850 1114 928">150 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 850 1500 928">2 columns</td> </tr> <tr> <td data-bbox="815 928 1114 1005">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 928 1500 1005">2 columns</td> </tr> <tr> <td data-bbox="493 1005 815 1083" rowspan="2">USP L8 – Amino</td> <td data-bbox="815 1005 1114 1083">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 1005 1500 1083">2 columns</td> </tr> <tr> <td data-bbox="815 1083 1114 1161">300 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 1083 1500 1161">2 columns</td> </tr> <tr> <td data-bbox="493 1161 815 1239" rowspan="2">USP L2 – Silica</td> <td data-bbox="815 1161 1114 1239">250 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 1161 1500 1239">2 columns</td> </tr> <tr> <td data-bbox="815 1239 1114 1316">300 mm x 4.6 mm, 5 µm</td> <td data-bbox="1114 1239 1500 1316">2 columns</td> </tr> </tbody> </table> </li> <li>• The system must be supplied with a starter kit of 2 mL vials, pack of one hundred (100) pieces.</li> </ul>	USP column classification	Column size	Quantity	USP L1 – C18 (ODS)	150 mm x 4.6 mm, 5 µm	2 columns	250 mm x 4.6 mm, 5 µm	2 columns	USP L7 – C8	150 mm x 4.6 mm, 5 µm	2 columns	250 mm x 4.6 mm, 5 µm	2 columns	USP L8 – Amino	250 mm x 4.6 mm, 5 µm	2 columns	300 mm x 4.6 mm, 5 µm	2 columns	USP L2 – Silica	250 mm x 4.6 mm, 5 µm	2 columns	300 mm x 4.6 mm, 5 µm	2 columns
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	300 mm x 4.6 mm, 5 µm	2 columns																						
Installation, Operational and Performance Qualification (IQ, OQ, PQ)	The supplier must undertake comprehensive and thoroughly documented <b><u>IQ, OQ</u></b> and <b><u>PQ (System Suitability Test &amp; Calibration)</u></b> of the equipment at time of commissioning (receipt) in accordance with the manufacturer’s guidelines and in conformance with International Standards ( <b>WHO/ISO</b> ).																							
<b>Training</b>	On-site user and basic maintenance training; Training materials, user manuals, SOPs, and application guides must be provided.																							
Spare parts availability	Guaranteed availability of spare parts for at least five (5) years																							
Warranty	Minimum 2-years full warranty covering parts and labour																							
After sales service and maintenance	<ul style="list-style-type: none"> <li>c. The supplier shall mandatorily provide a detailed quotation for Annual Maintenance Contract (AMC) / Service Level Agreement (SLA) covering a period of three (3) to five (5) years post-warranty, to be submitted as part of the bid.</li> <li>d. Bidders must submit proof of manufacturer-authorized service centers in Kenya or within East Africa, with physical address, certified engineers, and maximum response time commitments.</li> </ul>																							

## **Bar coding Requirements for All KEMSA Medical Supplies (Application of International Barcoding Standards)**

### **Bar code Requirements**

#### **Product, primary and secondary packaging**

These barcode requirements must be provided together with any other requirements in this document.

The barcode should be an internationally recognized barcode.

**Product barcode:** The product barcode should be provided on the product and the primary product packaging. The barcode should be an internationally recognized barcode. The product barcode should be clearly printed on the product in both barcode format and human readable format.

In addition, the following should be provided in barcode format and human readable format.

1. Manufacture date ( barcode format and human readable format)
2. Expiry date ( barcode format and human readable format)
3. Batch No. ( barcode format and human readable format)

### **Section A**

#### **Primary packaging (Item level and Mono carton level)**

4. GS1 Linear-'barcode Symbology,(EAN-13/UPC-A/EAN-8)'to encode GTIN (Global Trade Identification Number) within the barcode,  
or
5. GS1 Data Matrix symbology to encode 14 digits product code (GTIN-14) within the Barcode and using (01) Application Identifier (To be used where printing space is extremely limited)

**Examples of the same are reproduced at Annexure “A”**

*All other human readable Information on product packaging shall be as required under Existing Regulatory labeling & marking requirements*

### **Section B.**

#### **Secondary Level Packaging**

6. Product Identification Code (GTIN-14 of secondary pack) using Application Identifier (01)
7. Expiry date in YYMMDD format using Application Identifier (17)
8. Batch/Lot Number using Application Identifier (10)

GS1-128 barcode symbology to be used to generate the barcode, Examples of the same are reproduced at Annexure “B”

*All other human readable Information on product packaging shall be as required under existing Regulatory labeling & marking requirements.*

### **Section C**

#### **Tertiary level packaging (Pallet level packaging)**

At Shipper/Pallet level packaging, a single label containing two barcodes needs to be generated and stickered. The barcode will encode the following information;

**The first barcode will contain the 'following information.**

9. Product Identification Code (GTIN-14 or shipper level pack) using Application Identifier (01)
10. Expiry Date in YYMMDD format using Application Identifier (17)
11. Batch/Lot Number using Application Identifier (10)

**The second barcode will contain the following information;**

12. SSCC (Serial Shipping Container Code) using Application Identifier (00)

Examples of the same are reproduced at annexure “C”.

*All other human readable Information on product packaging shall be as required under existing Regulatory labelling & marking requirements,*

### **ANNEXURE “A”**

#### **Example of Primary Level Packaging**

For generation of GS1 barcode at primary level packaging either of the mentioned symbologies can be used, following GS1 General Specifications

The following GS1 barcode symbologies are available as options:

13. The bar code sample of EAN-13 bar code symbology encoding GTIN -13



**Annexure “C”****Example of Tertiary Level Packaging (Shipper Level Packaging)**

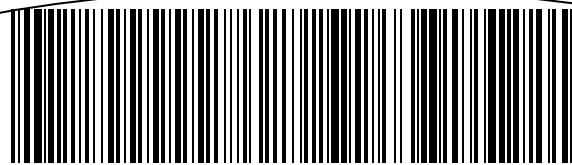
The first bar code will encode the following:

- 20. Product identification (GTIN – 14 of Shipper Pack) using application identifier (01)
- 21. Expiry Date in YYMMDD format using application identifier (17)
- 22. Batch/Lot Number using application identifier (10)

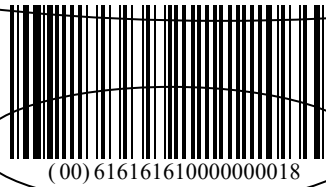
The second bar code will encode the following:

SSCC (Serial Shipping Container Code)

**(Single Label for each Shipper Level Packaging)**



(00)0616161616161(17)100410(10)ab12345



(00)616161610000000018

Product Name	:	ABCDXYZ
Expiry Date	:	04/10 (October/2010)
Batch No.	:	ab12345
Shipper carton Serial No.	:	616161610000000018

Human Readable Information

*Complete details on GSI standards along with technical guidelines are available at [www.gs1kenya.org](http://www.gs1kenya.org) or [www.gs1.org](http://www.gs1.org)*

5.1 The successful Supplier will be required to furnish to the Purchaser:

- (a) With each consignment, and for each item a WHO certificate of quality control test results concerning

quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis.

- (b) Assay methodology of any or all tests if requested.
  - (c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. *This information would be supplied on a strictly confidential basis only.*
  - (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- 5.2 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

### **3. Inspections and Tests**

The following inspections and tests shall be performed:

1. Equipment specification must match brochure submitted
2. Undertake Installation, Operational and Performance Qualification (IQ, OQ, PQ)
3. User training

## **PART 3 - Contract**



# Section VIII - General Conditions of Contract

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## Section VIII - General Conditions of Contract

### 1. Definitions

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

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the Laboratory Commodities Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified **in the Special Conditions of Contract (SCC)**.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified **in the SCC**.
- (k) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser’s Country in accordance with the Applicable Law.
- (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation,

training and initial maintenance and other such obligations of the Supplier under the Contract.

- (m) “SCC” means the Special Conditions of Contract.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named **in the SCC**.

## 2. Contract Documents

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

## 3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified **in the SCC**.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified **in the SCC** and published by the International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

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

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

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

#### 4.6 Severability

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

### 5. Language

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

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified **in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified **in the SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of

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

## **10 Settlement of Disputes**

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified **in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **11. Inspections and Audit by the Bank**

- 11.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to

materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

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

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

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

14.2. The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.

14.3. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

14.4. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

14.5. The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

14.6. The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

14.7. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize

the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8. The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

#### **15 Contract Price**

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

#### **16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified **in the SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth **in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of

such delayed payment at the rate shown **in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

**17. Taxes and Duties**

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

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

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

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

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

**19. Certification of Goods in Accordance with Laws of the Purchaser's Country**

19.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's Country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's Country as specified **in the SCC**.

19.2 Unless otherwise specified **in the SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier

receives written notification from the relevant authority in the Purchaser's Country that the Goods have been registered for use in the Purchaser's Country.

19.3 If thirty (30) days, or such longer period specified **in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 19.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's Performance Security shall be promptly returned.

## **20. Confidential Information**

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

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

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

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 The Goods supplied under this Contract shall conform to technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified **in the SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage

incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

**25. Transportation and Incidental Services**

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

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

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

**26. Inspections and Tests**

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified **in the SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
  - (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
  - (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.
- 26.5 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 26.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party;
- 26.6 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed

necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.8 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.9 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.7, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

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

## **28. Warranty**

- 28.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for

goods with a shelf life of two years or less, unless otherwise specified **in the SCC**; have “overages” within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

- 28.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 28.3 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer’s retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
- 28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 28.2 above, the Supplier fails to replace the defective Goods within the period specified **in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier’s risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 28.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier’s expense, carry out the recall.

**29. Patent  
Indemnity**

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

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

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

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

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

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

other documents or materials provided or designed by or on behalf of the Purchaser.

**30 Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 29,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) (b)the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change  
Orders and  
Contract  
Amendment  
s**

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

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

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

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

33.4 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. This includes, if specified **in the SCC**, any variation to the contract resulting from a value engineering proposal agreed between the parties.

**34. Extensions of  
Time**

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

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

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes

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

### 35.3 Termination for Convenience.

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

### **36. Assignment**

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

### **37. Export Restriction**

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

Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX 1 TO GENERAL CONDITIONS

### Fraud and Corruption

(Text in this Appendix shall not be modified)

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (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, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, 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:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated 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.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## APPENDIX 2

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

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

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

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

Contract reference *[insert contract reference]*

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

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

Name of the Subcontractor \_\_\_\_\_

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

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

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

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

Countersignature of authorized representative of the Supplier:

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

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



## Section IX - Special Conditions of Contract

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

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

<b>GCC 1.1(i)</b>	The Purchaser's Country is: <b>Kenya</b>				
<b>GCC 1.1(j)</b>	The Purchaser is: <b>Kenya Medical Supplies Authority (KEMSA)</b>				
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is:				
	<b>Lot No.</b>	<b>Item Description</b>	<b>UOM</b>	<b>Quantity</b>	<b>Delivery Location</b>
	Lot 1	Dissolution tester units	Piece	5	NQCL Nairobi
	Lot 2	High performance liquid chromatograph (HPLC) with fluorescent detector	Piece	1	NQCL Nairobi
	Lot 3	High performance liquid chromatographs (HPLC) with refractive index detector	Piece	1	NQCL Nairobi
<b>GCC 1.1 (p)</b>	<p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following: <ul style="list-style-type: none"> <li><b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</li> <li><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</li> </ul> </li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, or employer's personnel.</li> </ul>				

<b>GCC 4.2 (a)</b>	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: <b>Not Applicable</b>
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be: <b>Incoterms 2020</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Purchaser’s address shall be:</p> <p>Attention: <b>The Chief Executive Officer</b></p> <p><b>Kenya Medical Supplies Authority</b></p> <p>Address: <b>North Airport Rd. Embakasi</b></p> <p><b>P.O. Box 47715-00100, Nairobi, Kenya</b></p> <p>Telephone: +254 719033000/ +254 726618520/1</p> <p>Electronic mail address: <a href="mailto:procure@kems.go.ke">procure@kems.go.ke/</a>  <a href="mailto:procurement.programs@kems.go.ke">procurement.programs@kems.go.ke</a></p>
<b>GCC 9.1</b>	The governing law shall be the law of: <b>Kenya</b>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s Country.</p> <p><b>(a) Contract with foreign Supplier:</b></p> <p>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.</p> <p><b>(b) Contracts with Supplier national of the Purchaser’s Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.</p>
<b>GCC 13.1</b>	<b><i>For Goods supplied from abroad:</i></b>

Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

- (i) three originals and two copies of the Supplier's invoice, showing Purchaser as Kenya Medical Supplies Authority (KEMSA); the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;
- (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as Kenya Medical Supplies Authority (KEMSA) and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- (iii) four copies of the packing list identifying contents of each package;
- (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
- (vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
- (viii) any other procurement-specific documents required for delivery/payment purposes.

***For Goods supplied from abroad:***

- (ix) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.
- (x) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.

***For Goods from within the Purchaser’s Country:***

Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

- (i) two originals and two copies of the Supplier’s invoice, showing Purchaser, the Contract number, loan number; Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Kenya Medical Supplies Authority (KEMSA) and delivery through to final destination as stated in the Contract;
- (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) four copies of the packing list identifying contents of each package;
- (v) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;
- (vi) one original of the Supplier’s Certificate of Origin covering all items supplied;
- (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)
- (viii) other procurement-specific documents required for delivery/payment purposes.

	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in currency of the Contract Price in the following manner:</p> <p><b>On Acceptance:</b> One Hundred (100%) percent of the Contract Price of Goods received shall be paid within Ninety (90) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, grant number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchase.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in currency of the contract as follows:</p> <p>(iii) <b>On Acceptance:</b> One Hundred (100%) percent of the Contract Price of Goods received shall be paid within Ninety (90) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, grant number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchase.</p>
<b>GCC 16.5</b>	Not applicable
<b>GCC 18.1</b>	<p>A performance Security shall be required for awards above Kenya Shillings Five Million.</p> <p>Performance Security shall not exceed 10% of the contract value.</p>

<b>GCC 18.3</b>	<p>The Performance Security shall be in the form of : a <b>Bank Demand Guarantee</b></p> <p>The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser.</p>
<b>GCC 18.4</b>	<p>Discharge of Performance Security shall take place twenty- Eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract.</p>
<b>GCC19.2</b>	<p>The Effective Date of the Contract is: <i>date of Contract signing</i></p>
<b>GCC19.3</b>	<p>The time period shall be: <i>One (1) calendar year</i></p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: <i>As detailed in the technical specifications</i></p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
<b>GCC 25.2</b>	<p>Incidental services to be provided are:</p> <p>The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser's country that may be required for the Goods. The price quoted in the Bid price shall be included in the Contract Price.</p>
<b>GCC 26.1</b>	<p>The inspections and tests shall be: The Supplier shall demonstrate conformity to Kenya Standards or approved equivalents by evidence of Test report or Certificate from ISO/IEC 17025 accredited laboratory, recognized by the International Laboratory Accreditation Co-operation (ILAC) or preferable from any conformity body recognized by the International Federation of Inspection Agencies (IFIA) prior to shipment. Cost shall be borne by the supplier.</p>
<b>GCC 26.2</b>	<p>The tests and inspection can be conducted at point of delivery, ISO/IEC 17025 accredited laboratory, recognized by the International Laboratory Accreditation Co- operation (ILAC) or preferable from any conformity body recognized by the International Federation of Inspection Agencies (IFIA)</p> <p>The following inspections and tests shall be performed:</p> <ol style="list-style-type: none"> <li>1. Equipment specification must match brochure submitted</li> <li>2. Undertake Installation, Operational and Performance Qualification (IQ, OQ, PQ)</li> <li>3. User training</li> </ol>

<b>GCC 27.1</b>	The liquidated damage shall be: 1% per week.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10%
<b>GCC 28.4</b>	The Supplier shall remove, at his own risk and cost, the defective Goods Within fourteen (14) Days of the advice by the Procuring Entity.
<b>GCC 33.4</b>	Value Engineering: <b>Not Applicable</b>



# Section X - Contract Forms

## Table of Forms

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## Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

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

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

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

## Notification of Intention to Award

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

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

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

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

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

**RFB No:** *[insert RFB reference number from Procurement Plan]*

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

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

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

Name of Bidder	Read-out Bid price	Evaluated Bid price
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

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

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

**4. How to request a debriefing**

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

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

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

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

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

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

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

## 5. How to make a complaint

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

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

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

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

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

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

**Fax number:** [insert fax number] *delete if not used*

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

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](#)" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

**6. Standstill Period**

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

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

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

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

On behalf of the Purchaser:

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

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

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

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

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

## Beneficial Ownership Disclosure Form

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

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

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

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

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

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

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

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

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

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

<i>nationality, country of residence]</i>			
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**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

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

**OR**

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

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

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

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

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

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

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

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

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

# Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

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

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

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

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

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

- (1) *[ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), of the one part, and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”), of the other part:*

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (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

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

## Performance Security

### Bank Guarantee

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be*

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

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*[signature(s)]*

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

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*in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six 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.”*