REQUEST FOR QUOTATIONS OF GOODS

SUPPLY, INSTALLATION AND COMMISSIONING OF ASSORTED MEDICAL EQUIPMENT FOR KENYATTA UNIVERSITY TEACHING, RESEARCH AND REFERAL HOSPITAL (KUTRRH) AND MAMA LUCY KIBAKI HOSPITAL

Ref No: KEMSA/WB-CERP/RFQ 01/2021-2022

Project: KENYA COVID-19 EMERGENCY RESPONSE PROJECT (K-CERP)

Project ID No. P173820

Credit No. 65980

Purchaser: KENYA MEDICAL SUPPLIES AUTHORITY (KEMSA)

Country: KENYA

Issued on: 12th April 2022

Tender Closing Date: 05th May 2022, 10.00am

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Request for Quotations

COVID-19 Emergency Response Procurement
Supply, Installation and Commissioning of Assorted Medical Equipment

RFQ Ref No.: KEMSA/WB-CERP/RFQ 01/2021-2022

RFQ Date: 12th April 2022

To: _____ [insert *Supplier's name*]

Dear [*insert name of Supplier's representative*]:

Request for Quotation (RFQ)

This RFQ is for the procurement of Goods and the Related Services required in response to the COVID-19 emergency. It is subject to accelerated emergency procurement procedures.

The Government of Kenya has received financing from the World Bank (Bank) toward the cost of the Kenya Covid-19 Emergency Response Project (K-CERP) and intends to apply part of the proceeds toward payments under the contract for procurement of Assorted Medical Equipment.

The Kenya Medical Supplies Authority (KEMSA) on behalf of the Ministry of Health now invites quotations from suppliers for the Goods and the Related Services described in Annex 1: Purchaser's Requirements, attached to this RFQ.

Eligible Goods and Related Services

All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in an eligible source country.

Performance Security

The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions.

Manufacturer's Authorization

A supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ 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.

Validity of offers

The offers shall be valid until **2nd September 2022.**

Quoted Price

Prices shall be quoted in the following manner:

(a) For Goods to be supplied from within the Purchaser's Country:

  (i) The price of goods including the price for inland transportation, insurance, and other local services required to convey the Goods to their final destinations (Project Sites as indicated in the delivery schedule).

(b) For Goods to be supplied from outside the Purchaser's Country:

  (i) The price of the Goods, quoted DDP named place of destination in the Purchaser's Country. (Project Sites as indicated in the delivery schedules).

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

The contractual unit prices shall be fixed during the Supplier's performance of the Contract and not subject to adjustment.

The Supplier may quote its price in a foreign currency of its choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

Clarifications

Any clarification request regarding this RFQ may be sent in writing/ email to:

The Ag. Chief Executive Officer
Kenya Medical Supplies Authority (KEMSA)
Commercial Street Building No. 13, Industrial Area
P.O Box 47715-00100 Nairobi, Kenya
Tel: 254 20 3922000
Fax: 3922400
Email: procurement.programs@kemsa.co.ke

before 25th April 2022 at 10.00 am. The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

Quotations are to be submitted in the form attached at Annex 2:

Completed bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and description should be addressed to:

The Ag. Chief Executive Officer
Kenya Medical Supplies Authority (KEMSA)
Commercial Street Building No. 13, Industrial Area
P.O Box 47715-00100
Nairobi, Kenya

and must be deposited in the Tender Box No. 1 marked GOK/ World Bank at the Reception on the Ground Floor KEMSA's Commercial Street Office in Nairobi on or before **5th May 2022**.

a. The address for submission of Quotations is:

   Attention: Ag. Chief Executive Officer
   Kenya Medical Supplies Authority (KEMSA)
   Commercial Street, Industrial Area
   P.O Box 47715 - 00100 Nairobi, Kenya
   Tel: 254 20 3922000
   Fax: 3922400

Opening of Quotations

Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

"The comparison shall be on the basis of DDP (named place of destination) prices for Goods to be supplied from outside the Purchaser' country and EXW prices for Goods supplied from within the Borrower's country; together with prices for required installation, training, commissioning and other services.

The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

Item-wise evaluation

"Quotations will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Supplier."For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: ***Kenya Shillings.*** The source of exchange rate shall be: **The Central Bank of Kenya rates.** The date for the exchange rate shall be*:* **5th May 2022.**

Contract Award

The Contract will be awarded to the Supplier/s who offers:

a. Technically compliant quotation,
b. offers the lowest evaluated price/s,
c. guarantees delivery, in accordance with the delivery period/s
d. meets post qualification requirements.

in accordance with the Evaluation of Quotations above.

The Purchaser shall invite by the quickest means the successful Supplier/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.

The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract or as soon as practicable thereafter. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

Fraud and Corruption

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 the attachment to the Contract Conditions (Attachment A).In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

On behalf of the Purchaser:

Purchaser's Requirements

ANNEX 1: Purchaser's Requirements

1.1 Lot items List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Place of Final Destination (Project Site)		Applicable Incoterms	Delivery Period from Date of contract signature
				Mama Lucy Hospital	KUTRRH		
LOT 1							
1	Patient Monitors	Pcs	12	7	5	DDP	8-12 Weeks
2	Central Monitoring System	Pcs	3	3	-	DDP	8-12 Weeks
3	Cardiac Monitors	Pcs	4	4	-	DDP	8-12 Weeks
4	ECG Machine	Pcs	1	-	1	DDP	8-12 Weeks
5	Carbon Dioxide Analyzer (Capnogram)	Pcs	18	18	-	DDP	8-12 Weeks
LOT 2							
1	Patient Chairs	Pcs	100	100	-	DDP	8-12 Weeks
2	Walkers	Pcs	10		10	DDP	8-12 Weeks
LOT 3							
1	Patient Beds (4 Crank + Mattress Mackintosh)	Pcs	440	-	440	DDP	8-12 Weeks
2	Patient Mattresses	Pcs	100	100	-	DDP	8-12 Weeks
3	Free Standing Blood Pressure Machine	Pcs	3	3	-	DDP	8-12 Weeks

4	Examination Lamp (LED)	Pcs	10	-	10	DDP	8-12 Weeks
LOT 4							
1	Blood Warmers	Pcs	1		1	DDP	8-12 Weeks
2	Food Fridge	Pcs	1	-	1	DDP	8-12 Weeks

1.2 List of Goods and Delivery Period – Line items

Line Item N°	Description of Goods	Quantity required	Physical unit	Place of Final Destination (Project Site)		Applicable Incoterms	Delivery Period from Date of contract signature
				Mama Lucy Hospital	KUTRRH		
ITEM 1	Portable Oxygen Cylinders 4.6kg	Pcs	24	24	-	DDP	8-12 Weeks
ITEM 2	Lactation Booth	Pcs	2	2	-	DDP	8-12 Weeks

1.3 Technical Specifications

Bidders are required to complete the following with "Yes", "No" or specific information explaining any deviation from required specifications for the items being supplied. Answers such as "see specifications attached", are unacceptable. Your bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the "Specification" columns of the comparative data tables below. Such changes might disqualify your bid.

Bidders are also required to submit the following:

i. Original manufacturer's brochure for the equipment offered.

ii. Certificate of Quality issued by an independent recognized authority e.g. ISO 13485-2003- Medical Device quality management system, IEC 60601- Requirement for safety of medical electrical equipment, Council Directive 93/42/EEC- Medical devices or equivalent for the equipment offered.

COMPLIANCE SHEET

a) Tenderer will be required to indicate compliance to technical specifications for each of the product offered.
b) All the dimensions, capacities and performances of the product to be supplied shall not be less than those required in the tender technical specifications. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
c) The data / the information indicated on the compliance sheet and the one on the product brochures should not conflict but supplement each other. If there is a conflict between the compliance sheet and the brochure, the brochure will prevail.

LOT 1

Item 1: Patient monitor

Department	**ICU**	**Room Name/No.**	**ICU**	**Compliance to Technical Specifications (Yes/ No)**
Item Code No.		**Item Description**	**Patient monitor**	
1. General Description				
Patient Monitor suitable for use in ICU. Should be capable of continuous measuring/ monitoring of the following parameters in adults, neonatal and pediatric. • SpO_2 • Temperature • Blood pressure (NIBP and IBP) • ECG • Respiration • CO_2 • Pulse Rate				
2. Composition				
2.1	Main unit			

3. Performance Specifications			
3.1	Main Unit		
3.1.1	The unit should be a model or type on current production capable of measuring/monitoring the following parameters		
3.1.2	SpO_2, with reusable sensor	0 - 100% ± 3%	
3.1.3	Pulse Rate	30-300 bpm ± 1%	
3.1.4	Temperature	0-50^{0}C ± 0.1%	
3.1.5	NIBP	Mean 10- 300mmHg ± 5 mmHg	
3.1.6	IBP	Mean 50 – 300mm Hg ± 1 mmHg	
3.1.7	ECG	5 lead, configuration	
3.1.8	Respiration	0 to 150 breaths/min ± 2 breaths/ min	
3.1.9	CO_2	0 to 99 mmHg ± 4 mmHg , Mainstream method	
3.2	Display	21 inches color TFT colour LED, touch screen type	
3.2.1	Resolution	HD minimum 1080p	
3.2.2		6 to 8 waveforms mode with large font	
3.4	Recorder	Inbuilt, thermal array or equivalent	
3.4.1		Two speed, selectable	
3.4.2		Port for external printer	
3.5	Networking	Port for networking with Ethernet or equivalent Or Serial Port RS 232 and USB	
3.6	Input	In built with provision for connection of external Keyboard.	
3.7	Storage	Capable of storing patient data and transferring to a PC for viewing or printing. Minimum 1TB internal	
4	Safety require ments		
4.1	Audio and visual alarm	For all parameter.	
4.2	Alarm setting limits	Adjustable by user	
4.3	Low battery indicator	Audio and visual alarm	
5	Internal battery	Provided, rechargeable, can operate for at least 3 hours	

5	Physical characteristics		
5.1	Mounting	To be mounted on mobile stand with four lockable castors Ø 100 mm. The stand should be capable of rotating.	
		The unit should also be supplied with suitable wall mounting brackets. A recharge dock or equivalent recharging unit to be provided	
5.2	Charging dock	To be provided and mounted on a convenient stationary place	
6	Operating environment		
6.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug, 3m long cord BS type with PE	
6.2	Internal rechargeable battery	Maintenance free type, Up to 8 hours operating time	
6.3	Ambient temperature	10^{o} C to 40^{o} C	
6.4	Relative humidity	40% to 90%	
7	Accessories		
7.1	ECG connection lead and reusable electrodes	2 Set	
7.2	SpO_2 connection cable and sensor (finger probe), reusable	2 Sets	
7.3	Adult cuff	3 Sets	
7.4	Peadiatric cuff	2 Sets	
	Temperature connection cable and probe (reusable)	2 Sets	
7.5	Recording paper	20 Boxes	

7.6	Thermal head cleaner pen	1 No.	
7.7	Grounding lead	1 No.	
8	Consumable		
8.1	Manufacturers' recommended consumable for start up (CO2, IBP, SpO2, Temperature probe, Respiration pick up electrodes, ECG electrodes)	30 pcs	
8	Spare parts		
8.1	Fuses	1 Set	
8.2	Battery pack	1 Set	
9	Quality standards		
9.1	Manufacturing standards	IEC 60601-1, ISO 13485:2016 or any other internationally recognized standards	
9.2	Conformity to standards	CE marked/ FDA approved or any other internationally recognized documents	
10	Local back up service		
10.1	Available	Should be available locally	
10.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff	
11	Delivery point		
11.1	See Schedule	For inspection and testing	
11.2	Nil		
12	Pre installation requirements		
	Nil		
13	Installation and testing		
	Complete installation and set up of the machine as per manufacturer's instructions		
14	Training		
14.1	User Training	On site user training on operation and daily up keep	

14.2	Maintenance training	On site maintenance training on preventive maintenance		
15	Technical documentations			
15.1	User manuals	2 Sets		
15.2	Service Manual	1 Set		
15.3	Drawings	Nil		
16	Commissioning			
16.1	Testing and commissioning of the machine to the satisfaction of the user.			
17	Warranty			
17.1	Equipment	Minimum of one year after commissioning on all parts.		
17.2	Equipment System	Nil		

LOT 1

Item 2: Central Monitoring System

General description	**Compliance to Technical Specification (Yes/No)**
The Central monitoring unit should be capable of monitoring the following parameters in adults, neonatal and paediatrics at both bedside and centrally	
10. Fan-forced air circulation system for fast recovery of temperature and better uniformity	
SpO2	
Temperature	
Blood pressure both NIBP and IBP	
Cardiac output	
ECG	
Respiration	
CO_2	
Pulse rate	
Composition	
Central workstation with CPU and software	
Printer	
UPS (1.25 times Power rating of the equipment)	
Performance specifications	
Central workstation - The unit should be a model on current production composed of a CPU and display screen.	
Display screen	

Size – minimum 19" touch screen	
Type – LCD, colour, with navigation rotary knob	
Parameters - capable of displaying all vital signs in graphic waveform and parameters emanating from the bedside monitors,	
Real time – displays real time vital signs parameters	
Alarm limit can be set on the screen	
CPU	
Size – Minimum 500GB	
Performance – complete with hardware and windows-based software for networking and displaying vital signs form all the monitors to the central monitor, by both wireless and wired technology.	
Software	
Pre-installed in the CPU,	
Capable of analysis and displaying waveform and parameters from all the monitors connected,	
Capable of monitoring bedside monitors parameters through wired and wireless technology,	
Capable of displaying MRI, CT, X-ray images in DICOM format	
DICOM compatible & can also access internet.	

LOT 1

Item 3: Cardiac Monitors

General Description	**Compliance to Technical Specification (Yes/No)**
Should have high resolution TFT/LCD colour display monitor of at least 8 inches	
Should have 3 lead ECG monitoring with lethal arrhythmia analyser	
Should have display for ECG waveform	
Should have easy menu driven operation	
Should have audio visual alarm for high and low heart rate	
Should provide real time view	
Monitor should have in built lithium-ion type battery for 4 Hrs continuous operation in case of mains failure	
Should operate on mains 230V, 50Hz and on rechargeable battery	
Should provide following accessories. Reusable ECG cable set -2 jelly -1 bottle	
Equipment performance should not be affected by electromagnectic radiated or conducted through power lines from another device	
Should have safety certificate from component authority CE/FDA (US)/ STQC CB certificate/ STQC S certificate or valid detailed electrical and functional safety test report from ETRL. Copy of the certificate/ test report shall be produced along with the technical bid	
Additional offer; NIBP monitor at free of cost	

LOT 1

Item 4: ECG Monitor, 12 Leads

Item Code No.		**Item Description**	**ECG Monitor, 12 Leads**	**Compliance to Technical Specification (Yes/No)**
Department	**ICU**	**Room Name/No.**	**ICU**	
1. General Description				
ECG Monitor suitable for use in ICU. Should be capable of continuous measuring/ monitoring and recording ECG signal in various configurations. Should incorporate an interpretation soft ware				
2. Composition				
2.1	Main unit			
3. Performance Specifications				
3.1	Main Unit			
3.1.1	The unit should be a model or type on current production capable of measuring/monitoring 12 lead configuration signals			
3.1.2	ECG			
	Lead select	12 lead, standard configuration		
	Sweep speed mm/s	5, 6.25, 10, 12.5,25 and 50 mm/s		
	Trend Graph	24 hours		
	Frequency response	0.05 to 150 Hz		
	ECG Analysis	To be provided with interpretation software		
	Alarms	Visible and audio alarm, upper and lower alarm		
3.2	Display	Minimum 12 inches TFT/LCD/LED colour display with touchscreen		
3.2.1	Resolution	Minimum 800 X480		
3.2.2		6 to 8 waveforms mode with large font		
3.4	Recorder/Printer	Inbuilt, high resolution thermal printer or equivalent		
3.4.1		Two speed, selectable		
3.4.2		Port for external printer		
3.5	Networking	Port for networking with Ethernet or equivalent Or Serial Port RS 232 or USB		
		Compatible with DICOM 3.0 or above		

3.6	Keyboard	In built numeric keyboard with provision for connection of external Keyboard.	
3.7	Storage	Capable of storing patient data and transferring to a PC for viewing or printing.	
		Extended memory up to 128 GB	
4	Safety requirements		
4.1	Audio and visual alarm	For all parameter.	
4.2	Alarm setting limits	Adjustable by user	
4.3	Low battery indicator	Audio and visual alarm	
4.4	Patient Leakage current	< 10 μ A	
4.5	CMRR	100 dB	
5	Physical characteristics		
5.1	Main unit		
5.2	Dimensions	Approx 400 mm (W) X 350mm (H) 150mm (D)	
5.3	Cart	Mobile stand with castors. Should be capable of rotating.	
5.4	Design	Modular design to enable upgrades/extensions	
6	Operating environment		
6.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug, 3m long cord BS type with PE	
6.2	Internal rechargeable battery	Maintenance free type, Up to 8 hours operating time	
6.3	Ambient temperature	10^{o} C to 40^{o} C	
6.4	Relative humidity	40% to 90%	
7	Accessories/consumables		
7.1	ECG connection lead reusable	2 Set	
7.2	ECG electrodes	100pcs	
	ECG Gel	5 litrs	
7.3	Recording paper	20 Boxes	
7.4	Thermal head cleaner pen	1 No.	
7.5	Grounding lead	1 No.	

7.6	Automatic Voltage Regulator (AVR)	1 Unit				
7.6.1	Capacity	Over VA of the main Unit				
7.6.2	Input	Ac 240V, 50Hz, Single phase ± 15%				
7.6.3	Output	Ac 240V, 50Hz, Single Phase ± 2.5 %				
8	Spare parts					
8.1	Fuses	1 Set				
8.2	Battery pack	1 Set				
9	Quality standards					
9.1	Manufacturing standards	IEC 60601-1, ISO 13485 or any other internationally recognized standards				
9.2	Conformity to standards	CE marked/ FDA approved or any other internationally recognized documents				
10	Local back up service					
10.1	Available	Should be available locally				
10.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff				
11	Delivery point					
11.1	MLKH	For inspection and testing				
11.2	Nil					
12	Pre installation requirements					
	Nil					
13	Installation and testing					
	Complete installation and set up of the machine at MLKH as per manufacturer's instructions					
14	Training					
14.1	User Training	On site user training on operation and daily up keep				
14.2	Maintenance training	Factory training of two Medical Engineering Technologists on preventive maintenance, trouble shooting and repairs				
15	Technical documentations					
15.1	User manuals	2 Sets				
15.2	Service Manual	2 Set				

15.3	Drawings	Nil				
16	Commissioning					
16.1	Testing and commissioning of the machine to the satisfaction of the user.					
17	Warranty					
17.1	Equipment	Minimum of one year after commissioning on all parts.				
17.2	Equipment System	Nil				

LOT 1

Item 5: Capnography monitor

Department	**ICU**	**Room Name/No.**	**ICU**			**Compliance to Technical Specification (Yes/No)**
Item Code No.		**Item Description**	**Capnography monitor**			
1. General Description						
Capnography monitor suitable for measuring end tidal CO_2 ($EtCO_2$) and other vital parameters in adults, Neonates and pediatric. It should be suitable for use by both intubated and non-intubated patients. It should be capable of monitoring the following parameters; • Et CO_2 • SpO_2 • NIBP • Temperature • Respiration						
2. Composition						
2.1	Main unit					
3. Performance Specifications						
3.1	Main Unit					
3.1.1	The unit should be a model or type on current production capable of measuring/monitoring the following parameters					
3.1.2	Et CO_2	0- 150 mmHg				1-
	Sampling method	Side stream or mainstream				
	Accuracy	0- 75 mmHg ± 3%				1-
		75- 150 mm Hg ± 8%				
	Inspired CO2	3-50 mmHg				

3.1.2	SpO_2, with reusable sensor	0 - 100% ± 3%	
3.1.3	Pulse Rate	30-300 bpm ± 1%	
3.1.4	Temperature	0-50^{0}C ± 0.1%	
3.1.5	NIBP	Mean 10- 300mmHg ± 5 mmHg	
3.1.6	Respiration	0 to 150 breaths/min ± 1 breath	
3.1.7	Display	14 inches color TFT/ LED, touch screen type	
	Resolution	HD minimum 1080p	
		6 to 8 waveforms mode with large font	
3.1.8	Recorder	Inbuilt, thermal array or equivalent	
		Two speed, selectable	
		Port for external printer	
3.1.9	Networking	Port for networking with Ethernet or equivalent Or Serial Port RS 232 and USB	
3.1.10	Input	In built with provision for connection of external Keyboard.	
3.1.10	Storage	Capable of storing patient data and transferring to a PC for viewing or printing. Minimum 250GB internal	
3.2	Safety requirements		
3.2.1	Audio and visual alarm	For all parameter.	
3.2.2	Alarm setting limits	Adjustable by user	
3.2.3	Low battery indicator	Audio and visual alarm	
3.2.4	Internal battery	Provided, rechargeable, can operate for at least 3 hours	
3.3	Protection	IPX0 for degree of protection against ingress of liquid Class 1- Protection against electrical shock	
5	Physical characteristics		

5.1	Mounting	To be mounted on mobile stand with four lockable castors Ø 100 mm. The stand should be capable of rotating, height adjustment, and tilting	
		The unit should also be supplied with suitable wall mounting brackets. A recharge dock or equivalent recharging unit to be provided	
5.2	Charging dock	To be provided and mounted on a convenient stationary place	
6	Operating environment		
6.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug, 3m long cord BS type with PE	
6.2	Internal rechargeable battery	Maintenance free type, Up to 8 hours operating time	
6.3	Ambient temperature	10^{o} C to 40^{o} C	
6.4	Relative humidity	40% to 90%	
7	Accessories and consumables		
7.1	SpO_2 connection cable and sensor (finger probe), reusable	2 Sets	
7.2	EtCO2 probes	10 sets	
7.3	Adult cuff	3 Sets	
7.4	Peadiatric cuff	2 Sets	
7.5	Temperature connection cable and probe (reusable)	2 Sets	
7.6	Recording paper	20 Boxes	
7.7	Thermal head cleaner pen	1 No.	
7.8	Grounding lead	1 No.	
8	Spare parts		
8.1	Fuses	1 Set	
8.2	Battery pack	1 Set	
9	Quality standards		

9.1	Manufacturing standards	ISO 80601-2-55:2018, particular requirements for the basic safety and essential performance of respiratory gas monitors ISO 13485:2016 or any other internationally recognized standards				
9.2	Conformity to standards	CE marked/ FDA approved or any other internationally recognized documents				
10	Local back up service					
10.1	Available	Should be available locally				
10.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff				
11	Delivery point					
11.1	See Schedule	For inspection and testing				
11.2	Nil					
12	Pre installation requirements					
	Nil					
13	Installation and testing					
	Complete installation and set up of the machine as per manufacturer's instructions					
14	Training					
14.1	User Training	On site user training on operation and daily up keep				
14.2	Maintenance training	On site maintenance training on preventive maintenance				
15	Technical documentations					
15.1	User manuals	2 Sets				
15.2	Service Manual	1 Set				
15.3	Drawings	Nil				
16	Commissioning					
16.1	Testing and commissioning of the machine to the satisfaction of the user.					
17	Warranty					
17.1	Equipment	Minimum of one year after commissioning on all parts.				

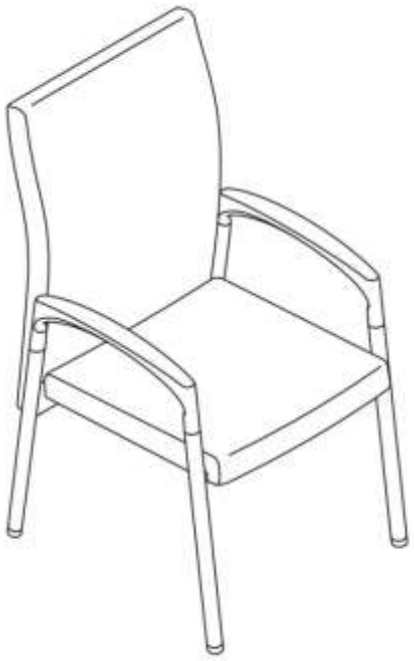
17.2	Equipment System	Nil				

LOT 2

Item 1: Patient chair

Item Code No.		**Item Description**	**Patient chair**	**Compliance to Technical Specification (Yes/No)**
Department	**N/A**	**Room Name/No.**	**N/A**	
1. General Description				
Patient chair, low back, non-swivel				
2. Composition				
2.1	Main unit			
3. Physical Specifications				
3.1	Main Unit			
3.1.1	Material- main frame	Chrome plated metal frame		
3.1.2	Upholstery	Foam padded leather upholstery		
3.1.3	Chair back	Low back with upholstery		
3.1.4	Arm rest	Provide with upholstery		
3.1.5	Seat height	Adjustable		
3.1.6	Overall Dimensions	23 (W) X 24 (D) X (34-38) (H) inches		
4	Quality Standards			
4.1	Manufacturing standards	ISO 9001 or any other internationally recognized standards		
4.2	Conformity to standards	CE marked or any other internationally recognized documents		
5	Delivery point			
5.1	See Schedule	For inspection, installation testing and commissioning		
6	Warranty			
6.1	Equipment	Minimum of one year after delivery		
6.2	Equipment System	Nil		

Patient Chair



Dimensions

- Height: 43.5" x Width: 23.5" x Depth: 25.75"
- Shape and position of armrests allow easy movement in and out of chair
- Clean-Out Design
- Gap between seat and back allows debris to be cleaned out
- Extended Back Height
- Provides extended support for healing patients
- Seat and back are available in same or different upholstery
- Contoured Arms
- Shape and position of armrests allow easy movement in and out of chair
- Wall Saver Glide
- Protects the chair and walls from marring
- Frame Finish
- Choose textured or smooth finish
- Removable Covers
- Upholstery can be replaced easily on-site
- Standard Glide
- Provides balance and grip and protects floors
- Separate seat and back
- Exceeds BIFMA seating durability test to 500 lbs per chair
- Fully welded 1.75" frame5-degree seat pitch
- Removable zippered covers
- Field-replaceable polyurethane arms
- Antibacterial and antimicrobial fabrics to be used
- Steel frames
- Robust 1.75" steel wall saving frame

Labelling parameters

- Labelling should be in English.
- Manufacturer's Name and address, Country of Origin, Batch No, Date of Manufacture.

- Should conform to KEBS / ISO standard or equivalent.
- Manufacturer must be KEBS / ISO certified or equivalent.
- All labelling parameters are done in indelible ink that is resistant to eraser.

LOT 2

Item 2: Patient Walkers / walking frames

Item Code No.		**Item Description**	**Patient Walkers / walking frames**	**Compliance to Technical Specification (Yes/No)**
Department	**N/A**	**Room Name/No.**	**N/A**	
1. General Description				
Frames which a person lifts to move, that enable maintenance of stability and balance and support of body weight while walking or standing; with hand grips, without forearm support and with either four tips or two tips and two castors included.				
2. Composition				
2.1	Main unit			
3. General design requirements 3.1 Height: Height adjustable made of stainless steel. Lightweight metal, extruded anodized aluminum. 3.1.1 Pin: Stainless steel, at least 6mm in diameter & electroplated. 3.1.2 Handgrip: Material: Plastic or rubber or foam 3.1.3 Tips: Non-slip, and replaceable, made of durable rubber. 3.1.4 Rubber shoes: Fitted to each leg. Shoe diameter: 44 mm. The hole in the shoe should be at least 35 mm deep. The floor contact of the shoe should be concave with an anti-slip tread. The end of the tube onto which the shoe is fitted should be plugged. 3.1.5 Shaft: Height adjustable (via clip or push button). Foot pieces and cuff to slide freely over the full extensibility and can easily be disassembled; clearance between sliding parts not to exceed 1mm. 3.1.6 Optimal features: Foldable or with castors 3.1.7 Frame: Lightweight materials, upper tube being at least 25.4 x 1.62mm and the lower tube being at least 21.6 x 1.4mm				

		Frame may be riveted or bolted together. Where components are joined, plastic spacers, fitting snugly to the tube, should ensure a rigid assembly. 3.1.8 Legs: Height adjustable via clip or push button. The pin should be made of stainless steel, at least 6mm in diameter and electroplated The two front legs be splayed forward, width at the base of the front end: +/- 450 mm (minimum). The two back legs splayed backward, width at the base of the rear end: +/- 600 mm. Height adjustment on all 4 legs by means of two spring-loaded pins and matching holes. Spring loaded pins at least 8 mm in diameter. Holes must not be countersunk. Pins to protrude at least 2 mm beyond the outside of the outer tube. Height adjustable legs with an anti-rattle bush at the top of the inner tube. 3.1.9 User Weight: Withstand a load of minimum 100 kg and maximum 160kg.	
3.1.10	Temperature range	+50 to -30^{o}C	
3.1.11	Relative humidity	15 – 90%	
3.1.12	Accessories & spare parts	Offer spares: Ferrules, Castors or wheels & Handgrips	
4	Physical characteristics		
4.1	Size:	Approximately 81-92 cm	
4.2	Mass:	Less than 2kgs	
4.3	Assembly:	Delivered fully assembled or assembled to such an extent that the remaining assembly can be carried out with the use of commonly available screwdrivers or wrenches	
4	Quality Standards		
4.1	Manufacturing standards	KEBS/TC 136, KEBS/TC 139/SC 01 ISO 11199-1:1999. Walking aids manipulated using both arms	

		ISO 24415-1 Tips for assistive products for walking ISO24415-2: 2011: Tips for assistive products for walking CNS 15191 (2010)/BS 5181 (1975)/ CPSA 0073 (1996): static loading and junction strength test for wooden walking sticks. CNS 15192 (2010): adjustable metal walking sticks EN 1985 Walking aids - General requirements and test methods or equivalent.	
4.2	Conformity to standards	Certificate of conformity applicable to national and/or international regulations. To include either CE (Europe), COC (Japan), GCC (USA).	
4.3	Instruction for use	2 sets user manual to accompany the items in appropriate language and format	
5	Delivery point		
5.1	See Schedule	For inspection, installation testing and commissioning	
6	Warranty		
6.1	Equipment	Minimum of one year after delivery	
6.2	Equipment System	Nil	

LOT 3

Item 1: Patient Beds (4 Crank + Mattress Mackintosh)

General Desription	**Compliance to Technical Specification (Yes/No)**
The bed must be Electrically operated for adjustment of all 3 - positions.	
-Three section profiling with perforated steel sheet.	
-Epoxy coated frame.	
a) Positions	
1) Back rest 70^{o}	
2) Knee break 30^{o}	
3) Trendelenburg/ Reverse Trendelenburg	
4) Emergency CPR	
Safe working load 200kg	
Should have urine bag holder	
Both the head and foot board be polymer molded	

Collapsible Aluminium side railings.	
Height adjustment 35cm to 80cm	
Overall length -Approx. 225cm	
Overall width -Approx. 100cm	
Overall Height -Approx.35 - 80cm	
Must have wall bumpers	
Castors –Four swivel antistatic Castors approx. diameter 125mm with two Lockable	
Emergency manual CPR release levers / CPR position button for bed to reach "Zero" position quickly.	
Power 100 - 240 VAC, Frq, 50/60Hz	
Built-in emergency battery backup maintain all functions during electricity failure	
Provide user manual & Technical manual	
Mattress - Three section impermeable Mackintosh/waterproof long stay mattress	
Warranty: At least one year	

LOT 3

Item 2: Hospital Mattress:

Item	**General description**	**Compliance to Technical Specification (Yes/No)**
Hospital High Density Foam Mattresses size 74" x 36" x 4"	• Hospital Foam Mattresses, • Colour -grey, • size 74" x 36" x 4" • High Density of solid dense foam material. • Capable of supporting obese patients above 210kg. • minimum 35kgs / m3 • complying with KS 03-376 part 0 and 2 of 1999, • complete covered with sheeting waterproof (Mackintosh) which is washable, Mackintosh cover with outer flap 10" inner covering with blue cotton Polyester	

	• The cover material can withstand chemical disinfection by sodium hypochlorite. • Has impervious seams to prevent leakage into the foam mattress. • Indentation Load Deflexion – 35 to 46kg. • Tensile strength 10daN min. under ISO 9073-4. • Strong plastic zip along the width of the mattress. **Packaging parameters** Individually packed in a water proof material. **Labelling parameters** • Labelling should be in English. • Should conform to KEBS / ISO standard or equivalent. • All labelling parameters are done in indelible ink that is resistant to eraser. • Product should be labeled with Manufacturer's Name and address and Country of Origin and Date of Manufacture. • Manufacturer must be KEBS/ISO certified or equivalent	

LOT 3

Item 3: Free standing Blood Pressure Machine

Item Code No.	**7**	**Item Description**	**Free standing Blood Pressure Machine**	**Compliance to Technical Specification (Yes/No)**
Department	**N/A**	**Room Name/No.**	**N/A**	
1. General Description				
Free standing blood pressure machine, digital type, and mounted on mobile stand				
2. Composition				
2.1	Main unit			
3. Physical Specifications				
3.1	Main Unit			
3.1.1	Measurement range	0 to 300mm Hg		
3.1.2	Display	Large LED display approximately 200 X160 mm		
3.1.3	Display parameter	SYS, DIA, PULSE		

3.1.4	Velco cuff with Latex bag	Sizes: Large, Medium, and Peadiatric,	
3.1.5	Operation	Mains supply with internal Rechargeable batteries to last approximately 8 hours minimum	
3.1.6	Mounting	To be mounted on mobile stand with four lockable castors Ø 100 mm. The stand should be capable of rotating, height adjustment, and tilting	
		A recharge dock or equivalent recharging unit to be provided	
3.1.7		Provide a suitable place for holding/placing the patient cuff	
4	Quality Standards		
4.1	Manufacturing standards	ISO 13485:2016 or any other internationally recognized standards	
4.2	Conformity to standards	CE marked or any other internationally recognized documents	
5	Delivery point		
5.1	See Schedule	For inspection, installation testing and commissioning	
6	Warranty		
6.1	Equipment	Minimum of one year after delivery	
6.2	Equipment System	Nil	

LOT 3

Item 4: Examination Lamp (LED)

General Description	**Compliance to Technical Specification (Yes/No)**
Examination arm, pentagonal base with 5 antistatic castors, two Lockable wheels.	
7500 lux /1meter with filter	
Minimum height 1200-Maximum height 1900mm	
Flexible neck about 40mm that can at all angles	
Lamp head with reflector rotation at least 330 degrees	
Head diameter approx.: 100mm	
LED bulbs with cool clear light	

Total light intensity 48000 lux/0.5 m	
Color temperature 3200-degree Kelvin without filter and 4000-degree Kelvin with filter	
Colour rending index 100	
Focus diameter 130mm/m	
Power input 230v-50/60Hz	
Standard based on Din 5035 or IEC 6060	
Have an integral rechargeable battery	
Warranty: At least one year after commissioning	

LOT 4

Item 1: Blood warmer

Item Code No.		**Item Description**	**Blood warmer**	**Compliance to Technical Specification (Yes/No)**
Department	**ICU**	**Room Name/No.**	**ICU**	
1. General Description				
Designed for blood and intravenous fluid delivery to patients at set temperature and adjustable flow rates. The unit should be portable with adjustable temperature and flow rates. Should be suitable for use in ICU, operating theaters and emergencies. To be used for both adults and pediatric patients.				
2. Composition				
2.1	Main unit			
3. Performance Specifications				
3.1	Main Unit			
3.1.1	Temperature range	34°C to 42°C with 0.1°C increment		
3.1.2	Accuracy	± 0.1°C		
3.1.3	Temperature control	Microprocessor controlled, adjustable,		
3.1.4	Temperature mode	Manual and automatic: Automatic shall be set at 36.6°C at all flow rates Manual shall be adjustable by user at 0.1°C increment and shall remain the same at all flow rates		
3.1.5	Flow rate	Adjustable to maximum 900 ml/h and capable of accommodating infusion lines for various diameters.		

3.1.6	Operating time	24 hour continuous operation	
3.1.7	Display	Digital, LED, with digital display of fluid/blood temperature	
3.1.8	Technology	Heat exchange technology capable of maintaining constant fluid/blood temperature up the point of entry to the patient.	
3.1.9	Portability	With internal rechargeable battery in case of power failure to operate for at least 2 hours	
3.1.10	Set up time	Warming up to 37^{o}C in < 2 minutes.	
3.1.11	Alarm	Visible and Audible for Overheating, faults, high temperature, low temperature, and Disconnection	
3.1.12	Safety Device	Overheat protection device and automatic cut off- To operate independently.	
3.1.13	Protection	IPX2 for degree of protection against ingress of liquid Class 1- Protection against electrical shock	
3.1.14	Startup kit	Provide 50No. disposable tubing sets for fluids/blood with each unit	
4	Physical characteristics		
4.1	Main unit- Dimensions	Portable with rechargeable battery. Approx. 90X70X180 mm	
	Mounting	Should be capable of easily mounting on an IV stand	
5	Operating environment		
5.1	Power Requirements	240V, A/c 50 Hz, Single phase	
5.2	Ambient temperature	10^{o} C to 40^{o} C	
5.3	Relative humidity	40% to 90%	
6	Quality standards		
6.1	Manufacturing standards	IEC 60601-1, IEC 60601-2-24 particular requirements for safety of infusion pumps and controllers ISO 13485:2016	

6.2	Conformity to standards	CE marked or any other internationally recognized documents				
7.3	Delivery point					
7.4	See Schedule	For Delivery, inspection, installation and commissioning				
7,5						
8	Training					
8.1	User Training	On site user training on operation and daily up keep				
8.2	Maintenance training	On-site maintenance training on preventive maintenance				
9	Technical documentations					
9.1	User manuals	2 Sets				
9..2	Service Manual	1 Set				
9.3	Drawings	Nil				
10	Warranty					
10.1	Equipment	Minimum of one year after commissioning on all parts.				
10.2	Equipment System	Nil				
11	Maintenance contract					
11.1	Capacity to provide maintenance and repair service	Vendor/manufacturer shall have adequate facilities, spare parts, qualified and skilled technical staff to offer comprehensive maintenance contract for at least 5 years				

LOT 4

Item 2: Refrigerator, Food

Department	**ICU**	**Room Name/No.**	**ICU**	**Compliance to Technical Specification (Yes/No)**
Item Code No.	**2**	**Item Description**	**Refrigerator, Food**	
1. General Description				
Refrigerator, food. Double Door type with freezer compartment on top				
2. Composition				
2.1	Main unit			
3. Performance Specifications				
3.1	Main Unit			
3.1.1	Material	Insulated stainless steel		
3.1.2	Type	Compressor, electrical		
3.1.3	Door	Two door, freezer and lower compartment		
3.1.4	Total net capacity	Approximately 421 litres Freezer compartment: 100 litres Fridge compartment: 312 litres		
3.1.5	Temperatures range	Freezer : Compartment ≤ - 17^{o}C Fridge compartment: up to Maximum of + 4^{o}C adjustable		
3.1.6	Ambient temperature	10 ^{o} C to 35^{o}C		
3.1.7	Shelves	Provided, adjustable and extractable		
3.1.8	Thermometer	Digital, external mounted,		
3.1.9	Control	Electronic, Microprocessor based		
3.1.10	Refrigerant	R 600a or any other CFC free		
	Defrost type	Free defrost		
3.1.11	Alarm	Provided, audible and visible		
3.1.12	Dimensions	Approximately D800x W 800 x 1700H (mm)		
3.1.13	Power	240V, 50 Hz, a.c		
4	Accessories			
4.1	Nil			

5	Quality standards		
5.1	Manufacturing standards	ISO 13485:2016	
5.2	Conformity to standards	CE marked or any other internationally recognized documents	
6	Delivery point		
6.1	See Schedule	For inspection and testing	
6.2	Nil		
7	Warranty		
7.1	Equipment	Minimum of one year after commissioning on all parts.	
7.2	Equipment System	Nil	
8	Accessories		
8.1	Automatic Voltage Regulator (AVR)		
8.1.1	Capacity	Over VA of the main Unit	
8.1.2	Input	Ac 240V, 50Hz, Single phase ± 15%	
8.1.3	Output	Ac 240V, 50Hz, Single Phase ± 2.5 %	

Item 1: Portable medical Oxygen Cylinder

Item Code No.		**Item Description**	**Portable medical Oxygen Cylinder**	**Compliance to Technical Specification (Yes/No)**
Department	**N/A**	**Room Name/No.**	**N/A**	
1. General Description				
Supply and delivery of portable medical oxygen cylinder complete, with valve and key				
2. Composition				
2.1	Main unit			
3. Physical Specifications				
3.1	Main Unit			
3.1.1	Nominal contents	680 litres		
3.1.2	Nominal pressure	137 Bars		
3.1.3	Nominal temperature	25°C		
3.1.4	Water capacity	4.7 litres		

3.1.5	Material-	Cylinder shall be constructed from appropriate steel complying with KEBS standards or equivalent and acceptable international standard. The cylinders shall be refillable	
3.1.6	Valve	The Cylinder shall be fitted with valve or tap which shall not be lubricated with oil or grease.	
3.1.7	Valve type	Standard	
3.1.8	Valve outlet connection	Pin index	
3.1.9	Valve operation	Key type. Key to be supplied	
3.1.10	Marking	The cylinder shall be marked in accordance with KEBS standard KS 2170-1: 2009 as follows i) Medical Oxygen ii) Name and address of manufacturer iii) Purity of Oxygen iv) Impurities v) Batch No. vi) Date of filling vii) Filling Pressure (At STP) Precautionary label as per KEBS KS ISO 7225	
3.1.11	Colour	Colour and chemical formula for oxygen as per KS ISO 032	
3.1.12	Overall Dimensions	865(L) X 102 (D)mm	
4	Quality Standards		
4.1	Manufacturing standards	KS 2170-1: 2009 , KS ISO 7225, KS ISO 032 or any other internationally recognized equivalent standards	
4.2	Conformity to standards	CE marked or any other internationally recognized documents	
5	Delivery point		
5.1	See Schedule	For inspection, installation testing and commissioning	
6	Warranty		

6.1	Equipment	Minimum of one year after delivery	
6.2	Equipment System	Nil	

Item 2: LACTATION BOOTH

General Description	**Compliance to Technical Specification (Yes/No)**
Lactation space to support breastfeeding and pumping mothers. Suitable for public places and institutions. Accommodates three mothers at a time	
Dimensions	
Interior	
• Height – 72″ x Width – 72″ x Depth – 48″	
Exterior	
• Height – 76″ x Width – 76″ x Depth – 52″	
Material:	
• Welded steel, thick glass, and dense fiberglass acoustics	
• Solid acoustic back wall	
• Sandwich sheet metal acoustic walls/ceiling with fiberglass core	
• Thick 10mm shatterproof, acoustic glass	
• Latching door with air tight rubber seal	
• Shall have adequate ventilation system.	
• Two louvered windows of 2″ square on the two sides	
• Adjustable LED lighting	
• Fabric wrapped acoustic panel walls	
• Four (4) power outlets	
• Four (4) USB ports	
• Adjustable lights + airflow	
• Vacancy alerts – optional.	
• Shall be have a stable base to avoid tilting or shaking.	
• Fitting Requirements	
• 2 baby cots that can help in the mother during changing.	
• Signage designating the space.	
• A comfortable chair or place to sit that can be wiped down or cleaned easily.	
• A sink with running water in the room or within short distance.	
• A table or flat surface at desk height next to the chair on which to place the pump.	
A door equipped with a functional lock, and a sign advising that the space is in use and not accessible to other employees or the public.	
• Window coverings to ensure privacy, such as a curtain, blind, or other privacy covering.	
• Close proximity to the employee's work station.	
• A footstool.	

• Alcohol-based or other non-toxic cleaning wipes.	
• A foot operated trash can with integral lid, approximately,30 litres.	
• Soft, non-fluorescent lighting.	
• A bulletin board for baby pictures or other shared information.	
• Supportive books, magazines or educational materials.	
• Mirror.	
Labelling parameters	
Labelling should be in English.	
Manufacturer's Name and address, Country of Origin, Batch No, Date of Manufacture.	
Should conform to KEBS / ISO standard or equivalent.	
Manufacturer must be KEBS / ISO certified or equivalent.	
All labelling parameters are done in indelible ink that is resistant to eraser.	

LOCAL BACK UP

a). The tenderer shall indicate the name and address of authorized local representative (Agent) who shall provide local support to the product in terms of installation and commissioning, preventive maintenance, repairs, spare parts availability, training, and consumables throughout the life span of the product.

a) The tenderer shall provide information on qualification (CV) of the technical staff for the local representative or agent, as a proof of capacity to expedite the tasks in (a) above.

PRODUCT AND ACCESSORIES

a) All electro- medical equipment must be model on current production, new and unused.
b) The tenderer shall supply all necessary accessories as part of the components which guarantee normal function of the equipment in accordance with the specifications.
c) All spare parts itemized in the specifications shall be supplied.
d) When the spare parts are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the spare parts in amount equivalent to the requirements of the specifications
e) All consumables itemized in the specifications shall be supplied
f) When the consumables are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the consumables in amount equivalent to the requirements of the specifications. The supplier shall provide sufficient quantities of consumables necessary for testing and commissions the equipment even though such consumables may not have been stated in the specifications.
g) Prices quoted should include all costs of shipment and handling until the goods are received at named project site.
h) Prices quoted should include all costs of shipment, handling, installation, training and commissioning at named place of destination.
i) Payment will be made after successful installation and commissioning and signing of the installation and commissioning certificate issued by KEMSA**.**

ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	**[*Insert Supplier's name*]**
Supplier's Representative:	[*Insert name of Supplier's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address:	[*Insert Supplier's address*]
Email:	[*Insert Supplier's email address*]

To:	
Purchaser's Representative:	Mr. John Kabuchi
Title/Position:	Ag. Chief Executive Officer
Address :	Kenya Medical Supplies Authority Commercial Street, Industrial Area P.O Box 47715 Nairobi, Kenya Tel: 254 20 3922000 Fax: 3922400 Email: procure@kemsa.co.ke
RFQ Ref No.:	KEMSA/WB-CERP/RFQ 01/2021-2022
Date of Quotation:	12th April 2022

Dear [*insert name of Purchaser's Representative*]:

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

   In response to the above named RFQ we offer to supply the Goods "and the Related Services,"] as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. **Eligibility**

   If awarded the Contract, the Goods [***add if applicable:*** "and Related Services,"] that we supply shall be sourced from an eligible country.

   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.

3. **Quotation Price**

   The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

4. **Quotation Validity**

   Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

5. **Performance Security**

   If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

6. **Commissions, gratuities, fees**

   We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

   [*If none has been paid or is to be paid, indicate* "none."]

Name of Recipient	Address	Reason	Amount

7. **Not Bound to Accept**

   We understand that you reserve the right to:

   a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and

   b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

8. **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.

On behalf of the Supplier:

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

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

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]*

Price Schedules

1.2 List of goods and delivery period

Supply, Installation, Training and Commissioning of Assorted Medical Equipment

Quotation for Goods

Price Schedule 1

For Goods to be supplied from outside the Purchaser's country

1	2	3		4	5	6	7	8	9
Line Item N°	**Description of Goods**	**Delivery Date as defined by Incoterms**	**Physical unit**	**Quantity**	**Unit price EXW**	**Unit price DDP** ***[to project destination sites]***	**DDP Total Price per line item (Col. 5x6)** ***[to project destination sites]***	**Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ**	**Total Price per Line item (Col. 7+8)**
LOT 1									
1	Patient Monitors	Pcs	12						
2	Central Monitoring System	Pcs	3						
3	Cardiac Monitors	Pcs	4						
4	ECG Machine	Pcs	1						
5	Carbon Dioxide Analyzer (Capnogram)	Pcs	18						
LOT 2									

1	Patient Chairs	Pcs	100						
2	Walkers	Pcs	10						
LOT 3									
1	Patient Beds (4 Crank + Mattress Mackintosh)	Pcs	440						
2	Patient Mattresses	Pcs	100						
3	Free Standing Blood Pressure Machine	Pcs	3						
4	Examination Lamp (LED)	Pcs	10						
LOT 4									
1	Blood Warmers	Pcs	1						
2	Food Fridge	Pcs	1						
STAND ALONE ITEMS									
ITEM 1	Portable Oxygen Cylinders 4.6kg	Pcs	24						
ITEM 2	Lactation Booth	Pcs	2						
								QUOTATION PRICE	

Supply, Installation, training and Commissioning of Assorted Medical Equipment

Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Purchaser' country

1	2	3		4	5	6	7	8	9
Line Item N°	**Description of Goods**	**Delivery Date as defined by Incoterms**	**Physical unit**	**Quantity**	**Unit price EXW**	**Total EXW price per line item (Col. 4×5)**	***[IF REQUIRED]* Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination, specified in RFQ**	***if known]* Sales and other taxes payable per line item if Contract is awarded**	**Total Price per line item** (Col. 6+7)
LOT 1									
1	Patient Monitors	Pcs	12						
2	Central Monitoring System	Pcs	3						
3	Cardiac Monitors	Pcs	4						
4	ECG Machine	Pcs	1						
5	Carbon Dioxide Analyzer (Capnogram)	Pcs	18						
LOT 2									
1	Patient Chairs	Pcs	100						

2	Walkers	Pcs	10						
LOT 3									
1	Patient Beds (4 Crank + Mattress Mackintosh)	Pcs	440						
2	Patient Mattresses	Pcs	100						
3	Free Standing Blood Pressure Machine	Pcs	3						
4	Examination Lamp (LED)	Pcs	10						
LOT 4									
1	Blood Warmers	Pcs	1						
2	Food Fridge	Pcs	1						
STAND ALONE ITEMS									
ITEM 1	Portable Oxygen Cylinders 4.6kg	Pcs	24						
ITEM 2	Lactation Booth	Pcs	2						
								QUOTATION PRICE	

List of Goods and Delivery Schedule - Supply, Installation, training & Commissioning of laboratory Equipment

Line Item N°	Description of Goods	Quantity required	Physical unit	Place of Final Destination (Project Site)	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
							insert the number of days following the date of effectiveness the Contract
LOT 1							
1	Patient Monitors	Pcs	12	MLKH – Qty 7 KUTRRH – Qty 5	4 weeks	12 weeks	
2	Central Monitoring System	Pcs	3	MLKH	4 weeks	12 weeks	
3	Cardiac Monitors	Pcs	4	MLKH	4 weeks	12 weeks	
4	ECG Machine	Pcs	1	KUTRRH	4 weeks	12 weeks	
5	Carbon Dioxide Analyzer (Capnogram)	Pcs	18	MLKH	4 weeks	12 weeks	
LOT 2							
1	Patient Chairs	Pcs	100	MLKH	4 weeks	12 weeks	
2	Walkers	Pcs	10	KUTRRH	4 weeks	12 weeks	
LOT 3							
1	Patient Beds (4 Crank + Mattress Mackintosh)	Pcs	440	KUTRRH	4 weeks	12 weeks	

2	Patient Mattresses	Pcs	100	MLKH	4 weeks	12 weeks	
3	Free Standing Blood Pressure Machine	Pcs	3	MLKH	4 weeks	12 weeks	
4	Examination Lamp (LED)	Pcs	10	KUTRRH	4 weeks	12 weeks	
LOT 4							
1	Blood Warmers	Pcs	1	KUTRRH	4 weeks	12 weeks	
2	Food Fridge	Pcs	1	KUTRRH	4 weeks	12 weeks	
ITEM 1	Portable Oxygen Cylinders 4.6kg	Pcs	24	MLKH	4 weeks	12 weeks	
ITEM 2	Lactation Booth	Pcs	2	MLKH	4 weeks	12 weeks	

- **For Lot 1, Lot 2, Lot 3 and Lot 4, bidders are required to quote for all items in each lot.**
- **For the stand alone items, bidders can quote for either or both items.**
- **The scope of the contract will include: Supply, Installation, Training & Commissioning of the Assorted medical Equipment as applicable.**
- **Warranty – One year**
- **The equipment shall be extensively and conspicuously engraved as follows:**

Manufacturer's Authorization

[The Supplier 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.]

Date: *[insert date (as day, month and year) of Quotation submission]*
RFQ No.: *[insert number of RFQ process]*

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 the Supplier]* to submit a quotation 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 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

ANNEX 3: Contract Forms

Contract Agreement

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 quotations for certain Goods and ancillary services, *[insert brief description of Goods and Services]* and has accepted a quotation 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 Award of Contract

   (b) the Supplier's quotation

   (c) Conditions of Contract

   (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)

   (e) the completed Schedules (including Price Schedules)

   (f) any other document listed 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 Related Services if applicable 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 Related Services if applicable 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 *[the Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

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]*

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) "CC" means the Conditions of Contract. (c) "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. (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. (e) "Contract Price" means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) "Day" means calendar day. (g) "Completion" means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract. (h) "CC" means the Conditions of Contract. (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (j) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them. (k) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (l) "Purchaser's Country" is the country specified in the CC 2. (m) "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, as applicable.

	(n) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (o) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (p) "The Project Site," where applicable, means the place named in the CC.
2. **Purchaser, Purchaser's Country, Project Site/Final Destination**	2.1 The Purchaser is: ***Kenya Medical Supplies Authority (KEMSA)*** 2.2 The Purchaser's Country is: ***Kenya*** 2.3 The Project Site(s)/Final Destination(s) is/are: *As per delivery schedule.*
3. **Incoterms**	3.1 The edition of Incoterms that shall apply is: *Incoterms 2020*
4. **Notices and Addresses for notices**	4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt. **<u>Address for notices to the Purchaser</u>:** Attention: Ag. Chief Executive Officer Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area P.O Box 47715 - 00100 Nairobi, Kenya Tel: 254 20 3922000 Fax: 3922400 procurement.programs@kemsa.co.ke
5. **Governing Law**	5.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya*:* "the Purchaser's Country
6. **Settlement of Disputes**	(a) Contract with foreign Supplier: All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. (b) Contracts with Supplier national of the Purchaser's Country:

	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.
7. **Shipping and other documents to be provided**	7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Details of Documents to be furnished by the Supplier are: Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency. The above documents shall be received by the Purchaser: (i) on shipment.
8. **Contract Price**	8.1 The Contract Price is specified in Price Schedule 4. 8.2 The unit 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 and accepted by the Purchaser.
9. **Terms of payment**	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **The Purchaser *shall* process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.]** **On Acceptance:** One Hundred (100%) percent of the Contract Price of Goods received shall be paid within sixty (60) 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 Purchaser.
10. **Taxes and Duties**	10.1 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. 10.2 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. 10.3 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.

11. **Performance Security**	11.1 Performance Security from a Bank shall be 10% of the initial contract sum and valid for one-year. NB: If the contractor is foreign, the guarantee shall be issued by a local bank or authorized financial institution issued by a corresponding bank in Kenya recognized by the Central Bank of Kenya.
12. **Subcontractors**	12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. **Specifications and Standards**	13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
14. **Packing, marking and documentation**	14.1 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. The packing, marking and documentation within and outside the packages shall be extensive and conspicuous as below: G.O.K Ministry of Health — COVID-19 HEALTH EMERGENCY RESPONSE PROJECT — THE WORLD BANK
15. **Insurance cover**	15.1 The insurance coverage shall be as specified in the Incoterms: DDP 2020.

16. **Transportation**	16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms. "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
17. **Site of inspections and tests**	17.1 The inspections and tests shall be conducted at: the project sites. 17.2 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. Upon receipt of the pre-delivery samples or the consignment at the place of final destination, the Purchaser's representative shall inspect the samples 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. d) Should any inspected or tested Medical commodities fail to conform to the Specifications, the Procuring entity may reject the Medical commodities, and the tenderer shall either replace the rejected Medical commodities or make alterations necessary to meet specification requirements free of cost to the Procuring entity. e) The Procuring entity's right to inspect, test and, where necessary, reject the Medical commodities after the Medical commodities' arrival shall in no way be limited or waived by reason of the Medical commodities having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Medical commodities' delivery. 17.3 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required

	by 17.2 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.
18. **Delivery Date and Completion Date**	18.1 The Delivery Date of the Goods shall be: 8-12 weeks.
19. **Liquidated damages and bonuses**	19.1 The liquidated damage shall be 0.5% of the price of the delayed Goods or unperformed Service for each week or part thereof of delay until actual delivery or performance. The maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
20. **Warranty**	20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 20.3 The warranty shall remain valid for **one year** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination**.** 20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be **14 days.** 20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. 20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: *As per delivery schedule.*
21. **Copyright**	21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the

	Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
22. **Fraud and Corruption**	22.1 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 Attachment A to the Conditions of Contract. 22.2 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 request for quotations 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.
23. **Inspections and Audit by the Bank**	23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, 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 request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (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).
24. **Limitation of Liability**	24.1 Except in cases of criminal negligence or willful misconduct, (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) 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.

25. **Force Majeure**	25.1 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. 25.2 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, and freight embargoes. 25.3 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. 25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
26. **Termination**	26.1 Termination for Default 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; (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, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable 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 if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated. 26.2 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 if applicable and for materials and parts previously procured by the Supplier.
27. **Nonconformities, Errors, and Omissions**	31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. 31.2 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. 31.3 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. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
28. **Award of Contract**	The maximum percentage by which quantities may be increased is: *20%* The maximum percentage by which quantities may be decreased is: *20%*
29. **Postqualification**	After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. (a) Financial Capability The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): The bidders should have generated average annual sales turnover of at least twice their bid value Copies of audited financial statements for the past three years (b) Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): That bidder has supplied similar products in any one of the last five calendar years. Copies of previous contracts performed or Purchase orders issued by reputable organization should be submitted. Contacts for the organizations should be provided to facilitate authentication There should not be any adverse report regarding supplies of the specific items offered for the last five years preceding the date of bid opening.

Attachment A to the Conditions of Contract

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;[1] (ii) to be a nominated[2] 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[3] 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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1 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.

2 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.

3 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 1

Letter of Acceptance of the World Bank's Anti-Corruption Guidelines and Sanctions Framework

Date: _

Invitation of Bids/Proposals No._____

To: _____

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines[4] in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, , are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of *[Insert name of Employer as per bidding document]* or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

a. rejection of our Proposal/Bid for award of contract;

b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and

c. sanctions, pursuant to the Bank's Anti-corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed

[4] *Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

contract, financially or in any other manner;[5] (ii) to be a nominated[6] 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.

We understand that we may be declared ineligible as set out above upon:

a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;

b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);

c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or

d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect[7] all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Consultant:_____

[5] 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.

[6] 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.

[7] Inspections in this context are usually 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.

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Consultant:

Title of the person signing the Letter: _____

1. Tender-Securing Declaration Form

[*The bidder shall complete this form in accordance with the instructions indicated***.]**

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

RFQ No: *[Insert RFQ No]*

To: [*Insert complete name of purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-securing declaration.
2. We accept that we automatically be suspended from being eligible for bidding in any contract with the purchaser for the period of time as specified in the Conditions of Contract, if we are in breach of our obligation(s) under the bid conditions because we-
    a) Have withdrawn our Bid during the period of bid validity specified by us; or
    b) Having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity
        i. Fail or refuse to execute the contract, if required, or
        ii. Fail or refuse to furnish the Performance Security, in accordance with the Conditions of Contract.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

    i. Our receipt of a copy of your notification of the name of the successful bidder; or
    ii. Twenty eight days after the expiration of the tender.

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

Signed: *[Insert signature of the person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[Insert complete name of person signing the Bid Securing Declaration]*

Duly authorised to sign the bid for on behalf of: *[insert complete name of bidder]*

Date on_____ day of _____, _____ *[Insert date of signing]*

Bid Submission Form

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

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

Invitation for Bid No.: *[insert No of RFQ]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____*[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____*[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply._____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method:_____ *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period of time specified, from the date fixed for the bid submission deadline in accordance, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with conditions of contract clause 11 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries_____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

(h) We have no conflict of interest in accordance with requirements of this bid.

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations.

(j) The following commissions, gratuities, or fees have been paid or are to be paid 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.")

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:_____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____*[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

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

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

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

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

In reference to the RFQ [*insert reference number and date*], your Quotation [*insert reference number and date*] has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] "You are also requested to furnish a Performance Security within [*insert no of days*] in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Evaluation Criteria

(A) PRELIMINARY EXAMINATION

Required documents

1. Bid submission form **completed and signed** by the tenderer or his authorized agent (Mandatory)
2. Bid Securing declaration duly signed and stamped (Mandatory)
3. Letter of Acceptance of the World Bank's Anti-Corruption Guidelines and Sanctions Framework duly signed and stamped (Mandatory)
4. Copy of Certificate of Incorporation/Registration (Mandatory)
5. Copy of current Tax Compliance Certificate for local bidders (Mandatory)
6. Pagination of documents - All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3…….. n where n is the last page)

Only bidders who are successful at this stage will proceed to the next stage of evaluation.

(B) TECHNICAL EVALUATION - DOCUMENTS EXAMINATION

i) Must provide duly signed Manufacturer's Authorization letter (if Tenderer is not a Manufacturer) (MANDATORY).

ii) Current and valid manufacturing Certificate of Quality issued by an independent recognized body to the manufacturer of the product. The certificate must be item specific. (**MANDATORY).**

Only bidders who are successful at this stage will proceed to the next stage of evaluation.

(C) PRODUCT EVALUATION – MANUFACTURER'S BROCHURE

a) Tenderers are required to submit with their offer a legible manufacturer's brochure for each product/item offered. Failure to submit a legible manufacturer brochure will lead to disqualification of the product/item offered.
b) For the purpose of this tender a manufacturer brochure shall contain the following information;
    i) Name and physical address of the product manufacturer, including the phone number, fax number, e-mail address, website (URL), other manufacturing sites if any, and country.
    ii) The product model name/number assigned by the manufacturer
    iii) Colour picture of the product which must be clear and reasonably sized.
    iv) Description of the product and its features.
    v) Performance specification of the product including any other technical data
    vi) Dimensions of the product

A brochure shall not be acceptable if it:

i) does not contain any of the requirements in (b) above from (i) to (vi)
ii) Contains superimposed images of the product

c) The assembled colour picture in the brochure should be a representative of the product that the bidder intends to supply.

d) For ease of comparison of bids, the tenderer is supposed to;
i) Highlight the product to be offered where two or more of these products appear in the brochure provided.

Non-compliance to the above requirements will amount to non-responsiveness of the bid and disqualification from further evaluation.

Only bidders who are successful at this stage will proceed to the next stage of evaluation.

(D)PRODUCT EVALUATION – COMPLIANCE SHEET

Bidders are required to indicate compliance to technical specifications for each of the product offered on the compliance sheet.

(E) FINANCIAL EVALUATION

Tenderers who are successful at preceding stages will have their prices and delivery period compared and award recommended to the lowest evaluated responsive bid.

Only bidders who are successful at this stage will proceed to the next stage of evaluation.

(F) POSTQUALIFICATION REQUIREMENTS

After determining the lowest-evaluated bid, the recommended bidders shall be subject to post-qualification examination as per Conditions of Contract clause 29.