ORIGINAL

KENYATTA NATIONAL HOSPITAL

TENDER NAME: FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF SURGICAL DRESSINGS AND APPLIANCES PART A

TENDER NO: KNH/T/02A/2026-2028

COPY

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TABLE OF CONTENTS

P A RT 1-TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO Tenderer S

A General Provisions

1. Scope of Tender

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

Throughout this tendering document:

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

b) if the context so requires,—singular‖means—plural‖and viceversa;

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

2. Fraud and Corruption

The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act,2015, Section62—Declaration not to engage in corruption‖. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

The Procuring Entity requires compliance with the provisions of the Competition Act2010, regarding collusive practices in contracting. Any Tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions maybe imposed. To this effect, Tenders shall be required to complete and sign the—Certificate of Independent Tender Determination‖annexed to the Form of Tender.

Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliatescompetingforaspecificassignmentdonotderiveacompetitiveadvantagefrom having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all the firms together with this Tender Document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

ATenderermaybeafirmthatisaprivateentity, an individual, a state-owned enterprise or institution subject to ITT 3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (spouses, children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JVshallnominatea Representative who shall have the authority to conduct all business for and on behalf of any and all the members ofthe JVduringthe Tendering process and, in the event the J Vis awarded the Contract, during contract execution. The maximum number of JVmembersshallbespecified inthe TDS.

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

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

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
b) receives or has received any direct or indirect subsidy from another Tenderer; or
c) has the same-representative or ownership as another Tenderer; or
d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject ofthe Tender; or
f) orany of its affiliates has been hired (or is proposed to be hired) bythe Procuring Entity or Procuring Entity for the Contract implementation; or
g) would be providing goods, works, ornon-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who:(i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

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

Afirmthatisa Tenderer (either individually or as a JVmember) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Afirm that is not a Tenderer or a JVmember, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, beasubcontractorinaseparatetenderorbe part of another joint venture for the purposes ofthe same Tender.

A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including Related Services.

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

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

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

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

Where the law requires Tenderer s to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS

The Competition Act of Kenya requires that firms wishing to tender as joint venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section25 ofthe Competition Act,2010. J Vs will be required to seek for exemption from the Competition Authority. Exemptions hall not be a condition for tender, but it shall be a condition of contract award and signature. AJVTenderershallbegiven opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya maybe accessed from the website www.cak.go.ke.

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

4. Eligible Goods and Related Services

All the Goods and Related Services to be supplied under the Contracts hall have their origin in any country that is eligible in accordance with ITT 3.9.

For purposes of this ITT, the term ―goods‖ includes commodities, raw material, machinery, equipment, and industrial plants; and―Related Services include services such as insurance, installation, training, and initial maintenance.

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

A Procuring Entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

a) motor vehicles, plant and equipment which are assembled in Kenya;
b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
c) goods manufactured, mined, extracted or grown in Kenya.

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

5. Sections of Tendering Document

The tendering document consist of Parts1, 2, and3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

P A RT 1: Tendering Procedures

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

P A RT 2: Supply Requirements

v) Section V-Schedule of Requirements

P A RT 3: Contract

vi) Section VI-General Conditions of Contract (GCC)

vii) Section VII-Special Conditions of Contract (SCC)

viii) Section VIII-Contract Forms

The notice of Invitation to Tender or the notice to the pre qualified Tenderers issued by the Procuring Entity is not part of the tendering document.

Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT 7.

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

6. Clarification of Tendering Document

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

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

The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

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

The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting at the webpage identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Non attendance at the pre-Tender meetingwillnotbeacausefordisqualificationofa Tenderer.

7. Amendment of Tendering Document

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

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

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

C. Preparation of Tenders

8. Cost of Tendering

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

9. Language of Tender

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

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

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

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

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

d) Alternative Tender: if permissible, in accordance with ITT 12;

e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 19.3;

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

g) Tenderer Eligibility: documentary evidence in accordance with ITT 16.1 establishing the Tenderer eligibility to tender;

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

i) Conformity: documentary evidence in accordance with ITT 15.2 that the Goods and Related Services conform to the Tender Document; and

j) any other document required in the TDS.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JVshallincludeacopyof the joint venture Agreement entered into by all members. Alternatively, a letter of intent to execute a joint venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

11. Form of Tender and Price Schedules

The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serial is e pages of all Tender Documents submitted.

12. Alternative Tenders

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

13. Tender Prices and discounts

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

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

The price to be quoted in the Form of Tender in accordance with ITT 10.1 shall be the total price of the Tender, including any discounts offered.

The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender. Conditional discounts will be rejected.

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

If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to100%of the items specified for each lot and to100%of the quantities specified for each item of a lot. Tenderer swishing to offer discounts for the award of more than one Contracts hall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the sametime.

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

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

a) For Goods manufactured in Kenya:

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

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

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

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

   i) the price of the Goods, quoted C IP named place of destination, in Kenya, as specified **inthe TDS;**

   ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the TDS;

c) For Goods manufactured outside Kenya, already imported:

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

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

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

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

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

14. Currencies of Tender and Payment

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

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

The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided bythe Central Bank of Kenya on the date30 days prior to the actual date of tender opening.

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

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

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

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

The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the Procuring Entity.

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

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

17. Period of Validity of Tenders

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

In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. Ifa Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided inITT 17.3.

If the award is delayed by a period exceeding the number of days to be specified in the TDS

days beyond the expiry of the initial tender validity period, the Contract prices hall be determined as follows:

a) in the case of fixed price contracts, the Contract prices hall be the tender price adjusted by the factor specified in the TDS;
b) in the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

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

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

Ifa Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

i) cash;
ii) a bank guarantee;
iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed bythe Authority; or
iv) a letter of credit; or
v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

If an unconditional guarantee is issued by an on-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty

(30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

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

Ifa Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the Tender Security to the Tenderer s where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

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

The Tender Security maybe forfeited or the Tender Securing Declaration executed:

a) ifa Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer inthe Form of Tender, or any extension there to provided by the Tenderer; or
b) if the successful Tenderer fails to:
    i) sign the Contract in accordance with ITT 45; or
    ii) furnish a Performance Security in accordance with ITT 46.

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

The Tender Security or Tender-Securing Declaration of a JVmustbeinthenameofthe JVthat submits the Tender. Ifthe JVhasnotbeenlegallyconstitutedintoalegallyenforceable J Vat the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 and ITT 10.2.

ATenderershallnotissueatendersecuritytoguaranteeitself.

19. Format and Signing of Tender

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

Tenderersshallmarkas—CONFIDENTIAL‖information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

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

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

Any inter-line ation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

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

a) in an envelope or package or container marked—ORIGINAL‖, all documents comprising the Tender, as described in ITT 11; and
b) in an envelope or package or container marked—COPIES‖, all required copies of the Tender; and
c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
   i) in an envelope or package or container marked—ORIGINAL –ALTERNATIVE TENDER‖, the alternative Tender; and
   ii) in the envelope or package or container marked—COPIES-ALTERNATIVE TENDER‖, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.
b) bear the name and address of the Tenderer; and
c) bear the name and Reference number of the Tender.

Where a tender package or container cannot fit in the tender box, the Procuring Entity shall:

a) Specify in the TDS where such documents should be received.
b) maintain a record of tenders received and issue acknowledgement receipt note to each Tenderer specifying time and date of receipt.
c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

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

21. Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address and no later than the date and

time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadlines hall thereafter be subject to the deadline as extended.

22. Late Tenders

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

23. Withdrawal, Substitution, and Modification of Tenders

A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 19.3,(except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and21(except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked —WITHDRAWAL,‖—SUBSTITUTION,‖or—MODIFICATION;‖and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

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

24. Tender Opening

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

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

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

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

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

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

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

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

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

The Tenderers'representatives who a represents hall be requested to sign the record. The omission ofa Tenderer signature on the records hall not invalidate the contents and effect of the record. A copy of the tender opening registers hall be issued toa Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

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

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

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

26. Clarification of Tenders

To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, atits discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation ofthe Tenders, in accordance with ITT 30.

Ifa Tenderer does not provide clarifications ofits Tender by the date and time set inthe Procuring Entity's request for clarification, its Tender maybe rejected.

27. Deviations, Reservations, and Omissions

During the evaluation of Tenders, the following definitions apply:

a) ―Deviation‖ is a departure from the requirements specified in the Tendering document;
b) ―Reservation‖ is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
c) ―Omission‖ is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of

the Tender itself, as defined in ITT 28.2.

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

a) if accepted, would:

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

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

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

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

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

29. Non-conform i ties, Errors and Omissions

Provided that a Tender is substantially responsive, the Procuring Entity may waive any non- conform i ties in the Tender.

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

Provided thata Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material non-conform i ties related to the Tender Price. To this effect, the Tender Prices hall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustments hall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

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

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

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

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

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

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

31. Conversion to Single Currency

For evaluation and comparison purposes, the currency (ies) ofthe Tender shall be converted in a

single currency as specified in the TDS.

32. Margin of Preference and Reservations

A margin of preference maybe allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a Procuring Entity shall not subject the items listed below to international tender and hence no margin of preferences hall be allowed. The affected items are:

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

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

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

A margin of preferences hall not be allowed unless it is specified so in the TDS.

Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups sas provided in ITT 32.5.

Whereitisintendedtoreserveacontracttoaspecificgroupofbusinesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the TDS, a Procuring Entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the TDS. Not ender shall be reserved to more than one group. If not so stated in the Tender Documents, the invitation to tender will be open toall interested Tenderer s.

33. Evaluation of Tenders

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

a) substantially responsive to the Tender Documents; and

b) the lowest evaluated price.

Price evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
b) converting the amount resulting from applying (a) and (b) above, if relevant, toa single currency in accordance with ITT 31;
c) price adjustment due to quantifiable non material non-conformists in accordance with ITT 29.3; and
d) any additional evaluation factors specified inthe TDS and Section III, Evaluation and Qualification Criteria.

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

Where the tender involves multiple lots or contracts, the Tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated Tenderer or Tenderer s based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, Tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

The Procuring Entity's evaluationofa Tender will include and consider:

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

The Procuring Entity's evaluationofa Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors maybe related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, ifany, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set outin Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall beas specified in ITT 33.2(d).

34. Comparison of Tenders

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

35. Abnormally Low Tenders

An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity asto the capability ofthe Tenderer to perform the Contract for the offered Tender price.

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

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

36. Abnormally High Tenders

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

In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the Tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept ornot accept the tender depending onthe Procuring Entity's budget considerations.
ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may re tender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

Ifthe Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderer s is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause ofthe compromise, before

re tendering.

37. Post-Qualification of the Tenderer

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

The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm (s) different from the Tenderer.

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

38. Lowest Evaluated Tender

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined tobe:

a) most responsive to the Tender Document; and
b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, andto Reject Anyor All Tenders.

The Procuring Entity reserves the right to acceptor reject any Tender, and to annul the Tendering process and reject all Tenders at anytime prior to notification Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons a nda ll Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

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

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

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

42. Notice of Intention to enter into a Contract

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

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

b) the Contract price of the successful tender;

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

d) the expiry date of the Standstill Period; and

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

43. Standstill Period

The Contracts hall not be awarded earlier than the expiry of a Standstill Period of14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

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

44. Debriefing by the Procuring Entity

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

Debriefings of unsuccessful Tenderers maybe done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful Tenderer to furnish the Performance Security within21 days of the date of the letter.

46. Signing of Contract

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

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

The written contracts hall be entered into within the period specified in the Notification of award and before expiry of the tender validity period.

47. Performance Security

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

Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender. Performance Security shall not be required for a contract, if so specified in the TDS.

48. Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its noticeboards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notices hall contain the following information:

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

c) the name of the successful Tenderer, the final total contract price, the contract duration.
d) dates of signature, commencement and completion of contract;
e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening;

49. Procurement Related Complaints and Administrative Review

The procedures for making a Procurement-related Complaint areas specified in the TDS. A

request for administrative reviews hall be made in the form provided under contract forms.

SECTION II–TENDER DATA SHEET (TDS)

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

IT T Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: KNH/T/02A/2026-2028 The Procuring Entity is: Kenyatta National Hospital The name of the Contract is: FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF SURGICAL DRESSINGS AND APPLIANCES PART A
ITT 1.2(a)	**Electronic–Procurement System** The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: N/A The electronic-procurement systems hall be used to manage the following aspects of the Tendering process: N/A
ITT 2.3	The Information made available on competing firms is as follows: _ _
	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: NOT **APPLICABLE**
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with the Hospital via email: **procurement@knh.or.ke**
	B. Contents of Tendering Document
ITT 6.1	(a) Address where to send enquiries is Kenyatta National Hospital P. OBox 20723 and **procurement@knh.or.ke**to reach the Procuring Entity not later than,12/05/2026 **10.00 amEAT.** **(b) The Procuring Entity publish its response at the website www.knh.or.ke**
ITT 6.2	Apre-tender conference will beheld on ..... N/A
ITT 6.3	The questions to reach the Procuring Entity not later than,12/05/2026
ITT 6.5	The Minutes of the Pre-Tender meetings hall be published on the at the website N/A.
	C. Preparation of Tenders
ITT 10(j)	The Tenderer shall submit the following additional documents in its Tender: N/A
ITT 12.1	Alternative Tenders shall not be considered.
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 13.6	N/A
ITT 13.8(a)(i) and (iii)	Place of final destination is Kenyatta National Hospital
ITT 13.8(a) (iii)	Final Destination (Project Site): [insert final destination/project site, if different from named place of destination]
ITT 13.8(b) (i)	Named place of destination, in Kenya is_

IT T Reference	Particulars Of Appendix To Instructions To Tenders
ITT 13.8(b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is **Kenyatta National Hospital**
13.8(c) (iv)	The place of final destination is Kenyatta National Hospital
ITT 14.2	Foreign currency requirements not allowed.
ITT 15.4	Period of time the Goods are expected to be functioning: N/A
ITT 16.2(a)	Manufacturer's authorization is required
ITT 16.2(b)	After sales service is: not required.
ITT 17.1	The Tender validity period shall be119 days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be **30 days.** (b) The Tender prices hall be adjusted by the following percentages of the tender price: *(i)* By_N/A% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and *(ii)* *ByN/A%the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT 18.1	**N/A**
ITT 19.1	In addition to the original of the Tender, the number of copies is:1
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of Letter of attorney including the name of the person appointed to sign, the number of national identification card and a specimen signature of the authorized person.
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: The tender package/container shall be received and recorded in Tender section Procurement department.
ITT 21.1	For Tender submission purposes only, the Procuring Entity's address is: Attention: To Chief executive officer] Postal Address:[20723-00202 Nairobi Kenya] Physical Address: Nairobi City county Upper hill off Hospital, Kenyatta National Hospital Administration block, supply Chain Management Entrance. Telephone:[2726300-9] Electronic mail address:][procurement@knh.or.ke,procurementknh@gmail.com Date:19th May, 2026 at10:00 am The electronic Tendering submission procedures shall be: N/A **Bidders who wish to participate in this tender to register with the Hospital through the following Email address:][procurement@knh.or.ke,procurementknh@gmail.com**
ITT 24.1	The Tender opening shall take place at: Attention: To Chief executive officer] Postal Address:[20723-00202 Nairobi Kenya] Physical Address: Nairobi City county Upper hill off Hospital, Kenyatta National Hospital Administration block, supply Chain Management Entrance. Telephone:[2726300-9] Electronic mail address:][procurement@knh.or.ke,procurementknh@gmail.com Date:19th May, 2026 at 10:00 am
ITT 24.6	The number of representatives of the Procuring Entity to sign is 3.
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable non material nonconformists described below: N/A

ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: **Kenya Shillings**. The source of exchange rates hall be: The Central Bank in Kenya. The date for the exchange rates hall be:9th May, 2026
ITT 32.3	A margin of preference and/or reservations hall not apply and specify the details. Ifa margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended firms qualified in Supply and Delivery of Surgical Dressings and Appliances
ITT 33.2	**Price evaluation will be done for the Items**
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria ***(a)*** Deviation in Delivery schedule: Yes ***(b)*** Deviation in payment schedule: No. ***(c)*** the cost of major replacement component, mandatory spare parts, and service: No. ***(d)*** the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender No. ***(e)*** Lifecycle costs: the costs during the life of the goods or equipment No ***(f)*** the performance and productivity of the equipment offered No. ***(g) [insert any other specific criteria in Section III, Evaluation and Qualification Criteria]***
	F. Award of Contract
ITT 41.1	The maximum percentage by which quantities maybe increased is:15%. The maximum percentage by which quantities maybe decreased is:15%.
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance Security if so required shall be in the sum of N/A
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the―Notice of Intention to Award the Contract‖ here in and are also available from the PPRA Website www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **The Director General** **Public Procurement Regulatory Authority** **(PPRA) P. O. Box 58535-00100** **NAIROBI.** **Tel:(+254)020-3244000/020-2213106/7** **Email:*info@ppra.go.ke;feedback@ppra.go.ke*** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Tendering Documents; and **2.** the Procuring Entity's decision to award the contract.

SECTION III-Evaluation and Qualification Criteria

1. General Provisions

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

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

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

c) Exchange rates shall betaken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender maybe corrected bythe Procuring Entity.

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

2. Evaluation of Tenders (ITT 33)

Successful Tender or Tenders

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

a) be substantially responsive to the Tender Documents;

b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods tobe procured based on either a single Contractor all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and

c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contractor combined Contracts for which they are selected.

Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

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

S TAGE 1. EVALUATION CRITERIA/PRELIMINARY AND MANDATORY REQUIREMENTS

S/No.	Completeness and Responsiveness Criteria	Requirement
MR 1.	Form of Tender	*Must submit dully filled Form of Tender on company letterhead, signed and stamped in the prescribed format in the Tender Document.(attach power of attorney for company with more than one director)*
MR 2.	Certificate of Independent Tender Determination	*Duly Filled, Stamped and Signed*
MR 3.	Confidential Business Questionnaire	*Duly Filled, Stamped and Signed*
MR 4.	Self-Declaration on debarment (P P A DA 2015)	*Duly Filled, Stamped and Signed*
MR 5.	Self-Declaration on Corruption/Fraudulent Practices	*Duly Filled, Stamped and Signed*
MR 6.	Declaration and Commitment to the Code of Ethics	*Duly Filled, Stamped and Signed*
MR 7.	Tenderer Information Form	*Dully filled and stamped (organizational chart required for this tender – bidders to attach list of board of Directors (CR 12 or CR 13 or copy of National ID of sole proprietor)*
MR 8.	Serialization	*Must be chronologically and sequentially serialized back-to-back i. e.1,2,3,4……one very page including the terms and conditions in the standard Tender Document and the table of content (if any)*
MR 9.	Tax Compliance Certificate	*Provide valid tax compliance certificate/Exemption Letter*
MR 10.	Certificate of Incorporation/ Registration	*Must Submit a copy of the Certificate of incorporation or Registration Certificate*
MR 11.	Original/Copy of Bid Document	*Must submit two Tender Documents Clearly marked Original or Copy, spiral/book bound (no stapled documents will be accepted)*
MR 12	Bank Details Form	*Duly filled, signed and stamped by both the Tenderer and respective bank*
MR 13	Tender Security	*Tender Security Kenya Shillings One Hundred and fifty Thousand Shillings (Kshs.150,000 .00) valid for 149 days from the date of Tender Opening -and must be from a reputable bank recognized by the Central Bank of Kenya or Insurance bond from the firms.*
MR 14	Written Declaration by all Tenderers	*Attach a copy of written Declaration by Tenderer that neither of their Directors have participated in the same tender as individual Tenderer s, joint ventures, sole proprietor or as a subcontractor.* ***Should be stamped and signed by the person authorized to sign the tender.***
MR 15	County Government permit	*Valid County Government permit or Exemption*
MR 16	Tenderer (s) Data consent form	*Duly Filled, Stamped and Signed*
MR 17	Inspection and Certificate of Goods	Must submit a duly filled signed and stamped commitment to comply with Inspection and Acceptance requirements
MR 18	Supplier Performance	Must submit duly filled signed and stamped commitment to comply with the supplier evaluation requirements

Documentary evidence in form of copies must be provided for the requirements stated above.100%compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification.

2.2.2 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V _Schedule of Requirement'and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

TECHNICAL EVALUATION CRITERIA

STAGEA: TECHNICAL EVALUATION CRITERIA- PASS MARK 80%

NB: DUE DILIGENCE MAY BE CONTACTED

No	Items Description	Marks
Experience	Three recommendation letters from different institutions to have supplied similar items/products.(to include contact details) Recommendation letter of above Ksh1, 000,000- 5 Mark each. Recommendation letter of between ksh1,000,000 - 500,000- 3 Marks each. Recommendation letter without value- 0 mark each	15
Contract performance	Delivery notes attached to copies of their corresponding LPOS confirmedasaccepted.(Deliverynotesmustbestampedbythe receiving entity). Lposover ksh 1,000,000.00-10marks each (Max of threeLPOs) LPOsksh 1,000,000- 500,000-5marks each (max of threeLPOs) LPOsbelow500,000-3marks each (max of three LPOs) No LPO – Zero marks ***Tenderer to provide contacts (email & Telephone no.) for entity LPOs were issued to facilitate due diligence***.	30
Ability to Deliverwit hin schedule	Please provide a statement indicating days you would take to deliver the required goods to KNH when issued with a Local PurchaseOrder(T*hiswillbeusedinperformanceevaluationfor the successful bidder)* **Deliveryperiod:** • Below 7 days = 10marks • Between 7- 14 days = 5marks • Above 21 days = 3 marks • Above 30 days = 0 Marks	10
Location	Physical Location address – provide details of physical address and contacts- attach evidence, details of physical address and contacts or Evidence of lease agreement or rental/ utility receipts- 5marks No contact – zero	5
Creditperiod	Credit period of 90 days after delivery. A written commitment statement of a credit period of 90 days after delivery & inspection.	15
Pricevalidity	Mustsubmitawrittenundertakingtoholdthepricesasawardedinthe entire contract period. • Undertaking to Hold Prices Within contract period of 24 months – 10 Marks • Varying Prices during contract period of 12 months – 5Marks • No undertaking – zero marks	10

Bank Reference/ Letterofgood standing	Attacha signed and stampedgoodstandingletterfromyourbankindicatingthebidder has satisfactory operated the account and any possibility of credit facility issued not be earlier than 10th April 2026. • Bankreferencewithsatisfactoryoperationandcreditline- 15marks • Bankreferencewithsatisfactoryoperationandnocreditline- 10marks • Bankreferencewithwithoutsatisfactoryoperationandcreditline- 5marks	15

STAGEB: TECHNICAL EVALUATION CRITERIA
Submission of actual samples will be communication during tender evaluation process

Under this criterion responsive bidders from the mandatory evaluation stages hall be

evaluated in two stages namely.

2 A-Documentation evaluation

Only bidders who submit all mandatory requirements will proceed to part2 B PRODUCT evaluation.

2 B-Product evaluation

Under this criterion the Hospital shall evaluate the supplied sample/ original lit rat ure/brochures with its technical specification to confirm whether the sample meet the Hospital specification.

NB: Only bids that qualify at Product Evaluation stage2 B above shall proceed to financial/price evaluation. Samples submission will be communicated by the Hospital

2.2.2 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions.

S T A GE 3: PRICE EVALUATION/FINANCIAL EVALUATION
Responsive Bidders in the Product evaluation stages hall proceed to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids.

Financial s will be ranked and award shall be to the lowest evaluated bidder. The lowest evaluated Tenderer will be awarded a contract for that Lot, provided the Tenderer meets the Eligibility and Qualification Criteria.

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its sub paragraphs the following criteria shall apply:

a) Performance and productivity of the equipment:

N/A

b) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation methods hall be detailed in T DS 34.6][If specific sustainable procurement technical requirements have been specified in Section VII- Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated Tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

O P T I ON 1

i) If a Tenderer wins only one Lot, the Tenderer will be awarded a contract for that Lot, provided the Tenderer meets the Eligibility and Qualification Criteria for that Lot.

Alternative Tenders

(ITT 13.1) An alternative if permitted under

ITT 13.1, will be evaluated as follows: [insert

one of the following]

—A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered bythe Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.‖

or

—A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.‖

3. MARGIN OF PREFERENCE

Ifthe TDS so specifies, the Procuring Entity will grant a margin of preference of15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

The margin of preference will be applied in accordance with, and subject to, the following provisions:

a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:

i) **Group A: Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and** (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods atleast since the date of Tender Submission date;

ii) **Group B: All other Tenders offering Goods manufactured in Kenya;**

iii) **Group C: Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.**

c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non- responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.

e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be comparedwitheachotherandifasaresultofthiscomparisona Tender from Group Aor Group Bis the lowest, it shall be selected for the award.

f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after addingto the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to15%(fifteen percent) of the respective C IP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. Ifthe Tender from Group A is the lowest, it shall be selected for award. Ifnot, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.‖

4. Post-Qualification of Tenderers (ITT 37)

N/A

Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated Tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carryout the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified here in. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification

requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

Ifthe Tenderer is a manufacturer

a) Financial Capability

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings [or

ii) Minimum average annual supply turnover of Kenya Shillings [insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last

_____ *[inser t number of years). In case of multiple contracts, limitation will be placed on the number of item (s) that will be awarded to the Tenderer.*

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement (s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JVthatsubmittedthe Tender. Wherever the Words—Similar Goods‖ have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[list the requirement (s), including experience in successfully implementing sustainable procurement requirements, if specified in the Tender Document.] Samples of Experience Requirements:

i) The Tenderer shall be manufacturing similar Goods for the last _____ (spec ify the number of years to cover a sufficiently long period ranging from 2 to

5 years depending upon the Goods to be procured).

ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least _____ (Insert number) of contracts of similar Goods in the last _____

_____ (specify number) each contract costing atleast Kenya shillings _____ equivalent and involving a supply of at least percentage of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner overa specified time, include item (iii) below.

iii) (Optional) The installed capacity to manufacture number of items (specify the relevant item number) shall not be less than units per _____ (*specify week or month*).

c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last years. Ifthe Tenderer is aJV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

If Tenderer is a Supplier:

Ifa Tenderer is a Supplier offering the Goodson behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturers hall demonstrate the above qualifications4.2(b)(i),(ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings

ii) Minimum average annual supply turnover of Kenya Shillings *[insert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year]years, divided by [insert number of years] years.*

iii) Has satisfactorily and substantially completed atleast (specify number) contract (s) of a similar nature either within Kenya, the East African Community or abroad, asaprimesupplierorajointventuremember, each of a minimum value in Kenya shillings

_____equivalent.

History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JVincasethe Tenderer is a JV, shall demonstrate that Non-performanceofacontractdidnotoccurasaresultofthedefaultofthe Tenderer, manufacturer or the member of JV as the case may be, in the last (specify years). The required information shall be furnished as per form CON-2].

Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigation s as per Form CON-2.

Litigation History

There shall be no consistent history of court/arb it ral award decisions against the Tenderer, in the last_ (specify years). All parties to the contracts hall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JVmayresult in rejection of the tender.

4.6. SECTION IV-TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JVMembers Information Form Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya Price and Completion Schedule – Related Services Form of Tender Security – Demand Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer‘s Authorization

Form Sample Submission Form

Form of Tender

INSTRUCTIONS TO Tenderer S

i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

ii) *All italicized text is to help Tenderer in preparing this form.*

iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE Tenderer attached to this Form of Tender.*

Date of this Tender submission:. of Tender submission]Tender Name:

FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF SURGICAL DRESSINGS AND

APPLIANCES PART A KNH/T/02 A/2026-2028

Alternative No. N/A

o: Kenyatta National Hospital

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

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

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

d) Conformity: We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF SURGICAL DRESSINGS AND APPLIANCES PART A

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

Option 1, in case of one lot: Total price is: Total Amount in figures:

……

Total Amount in Words:……

……

or

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

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

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

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

g) **Tender Validity Period: Our Tender shall be valid for the period specified in TDS** 17.1(as amended, if applicable) from the date fixed for the Tender submission deadline specified in T DS 21.1(as amended, if applicable), and it shall remain binding upon us and maybe accepted at anytime before the expiration of that period;

(h) Performance Security: Ifour Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

i) **One Tender per Tenderer: We are not submitting any other Tender (s) asan individual Tenderer, and we are not participating in any other Tender (s) asa joint venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;**

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

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

o) **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.**

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

contract.

(q) **Collusive practices: We hereby certify and confirm that the tender is genuine, non-**

collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the ―Certificate of Independent tender Determination‖attached below.

(r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

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

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

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

d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in"Appendix1-Fraud and Corruption‖attached to the Form of Tender.

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

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

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

Tender]Signature of the person named above:[insert signature of person whose name and capacity

are shown above]Date signed[insert date of signing]dayof[insert month],[insert year]

***: In the case of the Tender submitted by a joint venture specify the name of the joint venture as Tenderer.**

****: Person signing the Tender shall have the power of attorney given by the Tenderer.**

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

   a) prices;

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

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

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

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

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

Name……Title…….. Signature…….. Stamp……..

SELF-DECLARATION FORMS

FORMS D1

SELF DECLARATION THAT THE PERSON/Tenderer IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL A CT 2015.

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

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

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

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

…….	……..….	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORMS D2

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

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

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

   (insert name of the Procuring Entity) and duly authorized and competent to make this statement.

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

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

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

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

……	……...…	…….
(Title)	(Signature)	(Date)

Bidder‘s Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign…….....

Position.....

Office address…….

Telephone…….....…….. E-

mail…….....…

……

Name of the Firm/Company…….....……

Date…….....……

(Company Seal/Rubber Stamp where applicable)

Witness

Name…….....…….

Sign…….....……

Date…….....……

KENYATTA NATIONAL HOSPITAL
Address: P.O BOX 20723-00202, Nairobi.
Telephone: 020 2726300-4 | 020 4243000 | 020 7244000
Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

BANK DETAILS FORM

INSTITUTION/COMPANY NAME:		
	ADDRESS	**OFFICIAL STAMP**
AUTHORIZED PERSONS NAME:	**(1)**	**(2)**
POSITION:		
EMAIL ADDRESS:		
TELEPHONE		
NO.:		
SIGNATURE:		
DATE:		
ACCOUNT NO.:		**BANK CODE**
BANK NAME:		**BRANCH CODE**
BRANCH NAME:		

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORIZED SIGNATORY:	**(1)**	**(2)**
BANKERS STAMP:		

KENYATTA NATIONAL HOSPITAL
Address: P.O BOX 20723-00202, Nairobi.
Telephone: 020 2726300-4 | 020 4243000 | 020 7244000
Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

TENDERER DATA CONSENT FORM

Tender Number: _____

Tender Description: _____

Kenyatta National Hospital is committed to processing your personal information in accordance with the Hospital's Data Protection Policy, Data Protection Act, 2019 and its Regulations.

The personal data submitted in the tender as detailed will therefore be processed in line with the relevant Data Protection, Policies, Laws and Regulations in the way(s) and purpose(s) detailed in this Tenderer Data Consent Form.

I/we _____hereby give explicit consent to processing of my personal data by Kenyatta National Hospital for the purposes of compliance with the Data Protection Act, 2019.

Signed:

Name: (tenderers name): _____

Signature: _____

Date: _____

Stamp: _____

SUPPLIER PERFORMANCE EVALUATION AND COMMITMENT FORM

Procuring Entity: _____

Contract/Tender No.: _____

Tender Description: _____

Contract Period: From _____To _____

Name of Supplier: _____

Supplier Address: _____

Contact Person: _____

Telephone: _____Email: _____

SECTION A: SUPPLIER PERFORMANCE COMMITMENT

We, the undersigned supplier, hereby commit to providing goods/services/works in accordance with the contract terms, specifications, delivery timelines and applicable procurement laws.

1. Timely delivery of goods/services as per contract schedule.
2. Compliance with technical specifications and quality standards.
3. Prompt response to orders, communication and service requests.
4. Availability of adequate technical support and after-sales service where applicable.
5. Compliance with all statutory obligations including taxes, licenses, and regulatory requirements.
6. Acceptance to collect goods rejected when on use and refund of payments already made.
7. Immediate notification to the procuring entity of any challenges that may affect contract performance.

DECLARATION

Supplier Declaration

I certify and commit to fulfilling all contractual obligations as outlined above and the same shall form the basis for performance evaluation under **SECTION B** below.

Name: _____

Designation: _____

Signature: _____

Date: _____

Stamp: _____

SECTION B: PERFORMANCE EVALUATION BY PROCURING ENTITY

Evaluation Criteria	Score Guidance	Score Awarded (1–5)
Quality of Goods/Services	100% – All items accepted with no rejection.	
	40% – Goods rejected but replaced within agreed timelines.	
	0% – Goods rejected and no replacement supplied.	
Timeliness of Delivery	100% – All deliveries within agreed timelines.	
	40% – Delivery delayed leading to cancellation and replacement of expired LPO.	
	0% – Delivery failure resulting in cancellation of LPO without supply.	
Responsiveness & Communication	100% – Prompt response within 24 hours.	
	40% – Delayed response but issue resolved.	
	0% – No response or persistent failure to respond.	

Compliance with Contract Terms	100% – Full compliance with contract terms and specifications.	
	40% – Minor deviations corrected after notification.	
	0% – Major breach of contract terms.	
Acceptance to Collect Rejected Goods and Refund Payments Made	100% – Supplier collects rejected goods and refunds payments promptly.	
	40% – Goods collected but refund delayed.	
	0% – Supplier fails to collect rejected goods or refund payments.	
Value for Money	100% – Goods perform as per intended purpose.	
	40% – Goods rejected while on use but supplier accepts responsibility.	
	0% – Goods rejected while on use and supplier fails to accept responsibility.	

Additional Performance Incidents Affecting Scores

Rejection of goods without replacement – 0 score under Quality.

Rejection of goods with acceptable replacement – 40% score under Quality.

Cancellation and replacement of expired LPO due to supplier delay – 40% score under Delivery.

Cancellation of LPO due to supplier failure – 0 score under Delivery. Failure to

respond to purchase order – 0 score under Responsiveness.

Issuing of credit note will be calculated based on value of credit note against the total value of the LPO.

Repeated delivery of substandard goods – Automatic contract performance review and possible termination.

Acceptance of termination of contract on goods rejected while on use. i.e. value for money.

Overall Rating Calculation

Rating	Percentage Score / Interpretation
5	90-100% - Excellent
4	80-89% - Very Good
3	70-79% - Satisfactory
2	60-69% - Poor
1	Below 60% - Unsatisfactory

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INSPECTION AND ACCEPTANCE OF GOODS

The Supplier hereby acknowledges and agrees that all goods, works, or services supplied under the contract shall be subject to inspection and acceptance by the Procuring Entity through the Inspection and Acceptance Committee (IAC).

The Supplier further commits to the following;

1. To deliver goods, works, or services strictly in accordance with the specifications, quantities, and quality standards stipulated in the contract and tender documents.
2. To ensure that the goods supplied conform to the approved samples, where applicable, and meet all technical and regulatory requirements.
3. To accept that the Procuring Entity may subject the goods to independent testing by accredited third-party agencies where necessary to confirm compliance.
4. To bear the cost of testing and certification where such testing is required due to doubts regarding compliance with specifications.
5. To collect and replace rejected goods promptly where inspection confirms that the goods supplied do not meet the required specifications.
6. To refund any payments already made where goods supplied are rejected and cannot be replaced in accordance with the contract terms.
7. To acknowledge that failure to comply with the inspection and acceptance requirements may lead to contract enforcement measures, including rejection of goods, cancellation of LPO, or termination of the contract in accordance with applicable procurement laws and contract provisions.

Supplier Declaration

I/We hereby certify that we have read, understood, and agree to comply with the above Inspection and Acceptance requirements and commitments.

Name of Supplier: _____

Authorized Representative: _____

Designation: _____

Signature: _____

Date: _____

Company Stamp: _____

Procedure for Inspection and Acceptance

Upon delivery of goods, works, or services, the Inspection and Acceptance Committee (IAC) shall conduct inspection and verification before acceptance.

a) Documents to be used during Inspection

The Inspection and Acceptance Committee shall inspect the goods using the following documents;

1. Local Purchase Order (LPO)
2. Supplier Delivery Note
3. Tender Document as submitted by the Supplier
4. Contract Agreement (where applicable)
5. Approved Sample (where applicable)

b) Verification during Inspection

The Inspection and Acceptance Committee shall verify the following;

i. Conformance to the awarded products as specified in the bid/tender document.
ii. Conformance to the approved sample, where applicable.
iii. Compliance with technical specifications indicated in the contract.
iv. Quantity delivered against the quantities specified in the LPO.
v. Country of origin, where applicable.
vi. Product labeling, packaging and expiry dates where applicable.
vii. Functional performance, where applicable.

c) Third-Party Testing and Certification

Where goods require specialized testing or regulatory verification, samples may be submitted to recognized third-party testing agencies for independent verification and certification at suppliers cost but limited to;

Such agencies may include;

i. Kenya Bureau of Standards (KEBS)
ii. Government Chemist Department
iii. National Public Health Laboratories
iv. Other accredited regulatory authorities depending on the nature of the goods.

The third-party testing agency shall issue a certificate or a report confirming compliance and conformance.

d) Rejection of Non-Compliant Goods

If the goods fail and are rejected;

i. The Inspection and Acceptance Committee shall document the non-compliance.
ii. The committee shall recommend rejection, replacement or corrective action in accordance with the contract terms.
iii. The supplier shall be formally notified of the rejection and required to replace where applicable.

A P P E N D IX 1-FRAUD AND CORRUPTION

(Appendix1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no.33 of2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed bythe laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposer s), Consultants, Contractors and Suppliers; any Sub- contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1 above.

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

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

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

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

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

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

   i) —corrupt practice‖is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

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

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

   v) —obstructive practice‖is:

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

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

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

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

c) Rejects a proposal for award1 of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

e) Requires that a clause be included in Tender Documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposer s), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the P PRA or any other appropriate authority appointed by Government of Kenya to inspect2 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 P PRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a—Self-Declaration Form‖as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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1 For the avoidance of doubt, a party's ineligibilitytobeawardedacontractshallinclude, without limitation,

(i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification toany existing contract.

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

TENDERER INFORMATION FORM

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

Date ..... [insert date (as day, month and year) of Tender

submission]

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

Alternative No.: ..... [insert identification No if this is a Tender foran

alternative]Page of_ pages

1. Tenderer'sName[insert Tenderer's legal name]
2. In case of JV, legal name of each member:[insert legal name of each member in JV]
3. Tenderer's actual or intended country of registration:[insert actual or intended country of registration]
4. Tenderer's year of registration:[insert Tenderer's year of registration]
5. Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]
6. Tenderer's Authorized Representative Information Name: [insert Authorized Representative's name] Address:[insert Authorized Representative's Address] Telephone/Fax numbers:[insert Authorized Representative's telephone/fax numbers] Email Address:[insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box (es) of the attached original documents] ☐ For Kenyan Tenderersacurrenttaxclearancecertificateor tax exemption certificate issued bythe Kenya Revenue Authority in accordance with ITT 3.14. ☐ In case of JV, letter of intent to form JVor JVagreement, in accordance with ITT 3.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart and list of Board of Directors.

Tenderer'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	Kenyatta National Hospital
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer. 1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address Name and email of contact person.	
4	Reference Number of the Tender	**KNH/T/02A/2026-2028**
5	Date and Time of Tender Opening	**19th May, 2026 at10:00 am**
6	Current Trade License Noand Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____

_____Age_____Nationality

_____

Country of Origin Citizenship

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	%Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company

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

Nominal Kenya Shillings (Equivalent) ……
Issued Kenya Shillings (Equivalent) ……

iii) Give details of Directors as follows.

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

(e) **DISCLOSURE OF INTEREST-Interest of the Firmin the Procuring Entity.**

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

Ifyes, provide details as follows.

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

(ii) Conflict of interest disclosure

	Type of Conflict	**Disclosure YESOR NO**	**If YES provide details of the relationship with Tenderer**
1	Tenderer is directly or indirectly controlled by oris under common control with another Tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another Tenderer.		
3	Tenderer has the same legal representative as another Tenderer		
4	Tender has a relationship with another Tenderer, directly or through common third parties that puts it in a position to influence the tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any ofthe Tenderer‘s affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the		

	Type of Conflict	Disclosure YESOR NO	If YES provide details of the relationship with Tenderer
	contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender Document or specifications ofthe Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item7 and8 above been resolved ina manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(i) Certification

On behalf of the Tenderer, I certify that the information given above is

correct. Full Name _

Title or Designation_

(Signature) *(Date)*

TENDERER'SJ V MEMBERS INFORMATION FORM

**The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a joint venture]].*

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

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

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

Page_____of_____pages

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

Schedule of Requirements FOR MAIN HOSPITAL AND KPCC

NB: Mandatory Compliance by All Contractors/Service Providers/Consultants Reference is made to the Public Procurement Regulatory Circular PPRA/6/5 Vol II (224) ; Circular No 01/2024 dated 30th August 2024. In order, to provide funds for the capacity development of persons involved in public procurement and asset disposal proceedings through mentoring, and technical assistance, the Cabinet Secretary, National Treasury and Economic Planning, pursuant to Sections 24(5)(d) and 180 of the Act, issued the Public Procurement Capacity Building Levy Order, 2023 (hereinafter referred to as 'The Levy Order, 2023') vide Legal Notice No. 206 of 6th November, 2023. Paragraph 3(1) of The Levy Order, 2023; provides that there shall be paid a Levy by a supplier on all procurement contracts signed between the supplier and a procuring entity, at the rate of zero point zero three per centum (0.03%) of the value of the signed contract, exclusive of applicable taxes.

ITEM NO	ITEM DESCRIPTION	UNIT OF ISSUE	M/HOSP QTY	KPCCQty	Unit cost	Total cost	Delivery period	Remarks
1	Strapping Adhesive							
a)	Strapping Adhesive-2"x 5m	No	1	1				
b)	Strapping Adhesive3"x5 m	No	1	1				
c)	Strapping Adhesive-6"x 5m	No	1	1				
d)	Strapping for neonatal size 2"x5 m	No	1	1				
e)	Strapping for neonatal size 3"x5 m	No	1	1				
2	Surgical/Medical Tape (Dressing and Device Securement tape							
a)	Surgical /Medical Tape (Dressing and Device Securement tape-Size0.5"	No	1	1				
b)	Surgical /Medical Tape (Dressing and Device Securement tape-Size1"	No	1	1				
c)	Surgical /Medical Tape (Dressing and Device Securement tape-Size2"	No	1	1				

d)	Surgical /Medical Tape (Dressing and Device Securement tape-Size3”	No	1	1				
3	Colostomy bags disposable		1	1				
a)	Disposable Colostomy bag– (paediatric)	Boxes of10	1	1				
b)	Disposable Colosto my bag–Adult size	Boxes of10	1	1				

c)	Disposable Colo s to my bag– Neonatal size	Boxes of10	1	1				
4	Feeding tubes disposable (Na so gastric Tubes)							
a)	Feeding tubes disposable (Na so gastric Tubes)-FG.4	No	1	1				
b)	Feeding tubes disposable (Na so gastric Tubes)-FG.5	No	1	1				
c)	Feeding tubes disposable (Na so gastric Tubes)-FG.6	No	1	1				
d)	Feeding tubes disposable (Na so gastric Tubes)-FG.8	No	1	1				
e)	Feeding tubes disposable (Na so gastric Tubes)-FG.10	No	1	1				
f)	Feeding tubes disposable (Na so gastric Tubes)-FG.12	No	1	1				
g)	Feeding tubes disposable (Na so gastric Tubes)-FG.14	No	1	1				
h)	Feeding tubes disposable (Na so gastric Tubes)-FG.16	No	1	1				
i)	Feeding tubes disposable (Na so gastric Tubes)-FG.18	No	1	1				
5	Disposable Foley Catheters							
a)	Disposable Foley Catheters-FG.4	No	1	1				
b)	Disposable Foley Catheters-FG.6	No	1	1				
c)	Disposable Foley Catheters-FG.8	No	1	1				
d)	Disposable Foley Catheters-FG.10	No	1	1				
e)	Disposable Foley Catheters-FG.12	No	1	1				

f)	Disposable Foley Catheters-FG.14	No	1	1				
g)	Disposable Foley Catheters -FG.16	No	1	1				
h)	Disposable Foley Catheters-FG.18	No	1	1				
i)	Disposable Foley Catheters-FG.20	No	1	1				
j)	Disposable Foley Catheters-FG.22	No.						
6	Urine bags							
a)	Urine bags for adult	No	1	1				
b)	Urine bag for children	No	1	1				
c)	Urine bag for neonates	No	1	1				
7	Disposable syringes							
a)	Disposable syringes-2 mls	No	1	1				
b)	Disposable syringes-5 mls	No	1	1				
c)	Disposable syringes-10 mls	No	1	1				
d)	Disposable syringes-20 mls	No	1	1				
e)	Disposable syringes wide tapering nozzle50/60 cc	No	1	1				
f)	Disposable syringes-Narrow Nozzle50/60 cc syringe pump	No	1	1				
g)	Insulin syringes (1 ml)	No	1	1				
h)	Insulin Syringe 0.5 ml							
8	Disposable needles							
a)	Disposable needles-G.25 x 5/8”	No	1	1				
b)	Disposable needles-G.21 x 1.5”	No	1	1				
c)	Disposable needles-G.23 x 1”	No	1	1				
9	Surgical blades							

a)	Surgical blades-No.10	Pktof100	1	1				
b)	Surgical blades-No.11	Pktof100	1	1				
c)	Surgical blades-No.15	Pktof100	1	1				

d)	Surgical blades-No.23	Pktof100	1	1				
10	Digital thermometers	NO	1	1				
11	H emo sets	No	1	1				
12	Solusets	No	1	1				
13	Infusion sets	No	1	1				
14	Blood giving sets	No	1	1				
15	Pre sterile surgical gloves– latex, powder free							
a)	Sizes6.0	pairs	1	1				
b)	Sizes6.5	pairs	1	1				
c)	Sizes7.0	pairs	1	1				
d)	Sizes7.5	pairs	1	1				
e)	Sizes8.0	pairs	1	1				
16	Disposable gloves medium size, latex pre-powdered	Box of 100 pairs	1	1				
17	Disposable gloves medium size (powder free/latex free)	Box of 100 pairs	1	1				
18	Gynecological gloves for maternity Theatre	pairs	1	1				
19	Work Safety Coverall Disposable Hazmat Suit							
a)	Small	No	1	1				
b)	Medium	No	1	1				
c)	Large	No	1	1				
d)	X-large	No	1	1				
e)	XX-large	No	1	1				
20	Razor disposable	No	1	1				
21	Transpore tape		1	1				
a)	Trans pore tape½’’x5 yards	No	1	1				
b)	Trans pore tape1’’x5 yards	No	1	1				
c)	Trans pore tape2’’x5 yards	No	1	1				
d)	Trans pore tape3”x5 yards	No	1	1				

22	Foley s catheters100% silicon							
a)	Foley s catheters100% silicon Size6	No	1	1				
b)	Foley s catheters100% silicon Size8	No	1	1				
c)	Foley s catheters100% silicon Size10	No	1	1				
d)	Foley s catheters100% silicon Size12	No	1	1				
e)	Foley s catheters100% silicon Size14	No	1	1				
f)	Foley s catheters100% silicon Size16	No	1	1				
g)	Foley s catheters100% silicon Size18	No	1	1				
23	Disposable Nurse Caps	Pktof100	1	1				
24	Disposable surgeon mask	Pktof50	1	1				
25	Simplastic 3 way catheter							
a)	Simplastic 3 way catheter– Size18	No	1	1				
b)	Simplastic3 way catheter– Size20	No	1	1				
c)	Simplastic3 way catheter– Size22	No	1	1				
d)	Simplastic3 way catheter– Size24	No	1	1				
26	Haematuri a-3 ways catheter	No	1	1				
a)	Haematuri a-3 ways catheter-Size18	No	1	1				
b)	Haematuri a-3 ways catheter–Size20	No	1	1				
c)	Haematuri a-3 ways catheter–Size22	No	1	1				

d)	Haematuri a-3 ways catheter–Size24	No	1	1				
27	Transparent IV Cannulae Dressing							
a)	Transparent IV Cannulae Dressing sizes- 7 cm x9 cm	Pktof100	1	1				
b)	Transparent IVCannulae Dressing sizes- 6 cmx7 cm	Pktof100	1	1				
c)	Transparent IV Cannulae Dressing sizes- 10 cm x14 cm	Pktof100	1	1				
d)	Transparent IV Cannulae Dressing sizes-15 cmx 20 cm	Pktof100	1	1				
e)	Transparent IV Cannulae Dressing sizes- 10 cm x10 cm	Pktof100	1	1				
f)	Transparent IV Cannulae Dressing sizes-5 cmx5.7 cm	Pktof100	1	1				
28	Cystofix (supra pubic cystos to my catheter kit)		1	1				
a)	Cystof ix Fr.18	No	1	1				
b)	Cystof ix Fr.20	No	1	1				
29	Hepafix dressing		1	1				
a)	2.5cmX10M	No						
b)	5cmX5M	No						
c)	5CMX10M	No						
30	Postoperative film dressing							
a)	Postoperative film dressing sizes-15 cmx8 cm	pktof20	1	1				
b)	Postoperative film dressing sizes-20cm x 10 cm	pktof20	1	1				
c)	Postoperative film dressing sizes-25 cmx9 cm	pktof20	1	1				
d)	Postoperative film dressing sizes-35 cmx12 cm	pktof20	1	1				

e)	Postoperative film dressing sizes-35 cmx9 cm	pktof20	1	1				
31	POP Bandages							

a)	POP Bandages sizes-Size20 cmx270 cm	Dozen	1	1				
b)	POP Bandages sizes-Size 15 cmx270 cm	Dozen	1	1				
32	Orthopedic padding							
a)	Orthopedic padding sizes-10 cmx3.6 m	Dozen	1	1				
b)	Orthopedic padding sizes-7.5 cmx3.6 m	Dozen	1	1				
c)	Orthopedic padding sizes-15 cmx3.6 m	Dozen	1	1				
33	Closed wound suction unit							
a	Size 10fr	No	1	1				
b	Size 12fr	No	1	1				
c	Size 14fr	No						
d	Size 16fr	No						
e	Size 18fr	No						
34	Clamp cut	No	1	1				
35	Crepe bandages							
a)	Crepe bandages sizes–2”	Rolls	1	1				
b)	Crepe bandages sizes–3”	Rolls	1	1				
c)	Crepe bandages sizes–4”	Rolls	1	1				
d)	Crepe bandages sizes–6”	Rolls	1	1				
36 a)	Twin Irrigation Sets for TUR	NO	1	1				
36 b)	Twin Irrigation Sets for ureteroscopy.	NO	1	1				
37	J. J. Stent (pHree COAT)	No	1	1				
a)	J. J. Stent -6 Frx24 cm	No	1	1				
b)	J. J. Stent -6 Frx26 cm	No	1	1				
c)	J. J. Stent -6 Frx12 cm	No	1	1				
d)	J. J. Stent-4.7 FRx20	No	1	1				
e)	J. J. Stent-4.7 FRx24	No	1	1				
f)	J. J. Stent-4.7 FRx26	No	1	1				
38	Open end Ureteral catheter.							

a)	5 FR	No	1	1				
b)	6 FR	No	1	1				
39	Ureteral Access Sheath							
a)	10/12 x25 cm	No	1	1				
b)	10/12 x35 cm	No	1	1				
c)	10/12 x45 cm	No	1	1				
d)	11/13 x35 cm	No	1	1				
e)	11/13 x45 cm	No	1	1				
f)	12/14 x35 cm	No	1	1				
g)	12/14 x45 cm	No	1	1				
40 a	Hybrid guide wires (triton alloy with PTE F coat shaft	No	1	1				
40 b	Hybrid guide wires (Nitinol core wire.)	No	1	1				
41	Stone retrieval basket.		1	1				
a	Helical Basket	No	1	1				
b	NG age stone retrieval basket.	No	1	1				
42 (a)	High frequency cable compatible with Karl Storz Auto con 3.	No	1	1				
42(b)	High frequency cable compatible with Olympus surgi master system	No	1	1				
43	Laser Fibres (Reusable)		1	1				
a	230 imx300 cm	No	1	1				
b	365 imx300 cm	No	1	1				
c	600 imx300 cm	No	1	1				
44	Lubricating gel tubes	No	1	1				
45	Nel at on Catheters		1	1				
a	14 frx40 cm.	No	1	1				
b	16 frx40 cm.	No	1	1				
46	Disposable Urology drapes	No	1	1				

47	Bipolar/saline TUR Electrodes compatible with Karl Storz 24/26 double stem re sec to scope.	No	1	1				
a)	Cutting loop.	No	1	1				
b)	Vaporization electrode (Karl Storz)	No	1	1				
c)	Coagulation electrode; pointed.	No	1	1				
d)	Special Bladder cutting loops	No	1	1				
48	Bipolar/saline TUR Electrodes compatible with Olympus 24/26	No	1	1				
a)	Surgmaster30 degree loop	No	1	1				
b)	Surgmaster12 degree loop.	No	1	1				
c)	Surgmaster roller electrode.	No	1	1				
d)	Surgmaster vaporizer Electrode.	No	1	1				
e)	Surgmaster oval button Electrode.	No	1	1				
f)	Surgmaster E nucleation electrode	No	1	1				
49	Urethrotome.	No	1	1				
a)	Compatible with Olympus.	No	1	1				
b)	Compatible with Karl Storz	No	1	1				
c)	Semicircular type Compatible with Olympus. Single stem	No	1	1				
d)	Semicircular type Compatible with Karl Storz single stem	No	1	1				
50	Bug bee electrode compatible with Karl Storz	No	1	1				

51	TUR Electrode for prostate compatible with Karl Storz system	No	1	1				
a)	Cutting loop24 FR, single stem (mono polar electrode)	No	1	1				
b)	Hot BNI knife	No	1	1				

c)	Roller balls	No	1	1				
52	Skin grafting blades	P kts of 10	1	1				
53	Celestine tubes	No	1	1				
54	Protective overshoe cover	no	1	1				
55	Tracheostomy tubes (Plain)							
a)	Tracheostomy tubes (Plain) –Sizes3.0 mm	No	1	1				
b)	Tracheostomy tubes (Plain) –Sizes3.5 mm	No	1	1				
c)	Tracheostomy tubes (Plain) –Sizes4.0 mm	No	1	1				
d)	Tracheostomy tubes (Plain) –Sizes4.5 mm	No	1	1				
e)	Tracheostomy tubes (Plain) –Sizes5.0 mm	No	1	1				
f)	Tracheostomy tubes (Plain) –Sizes5.5 mm	No	1	1				
g)	Tracheostomy tubes (Plain) –Sizes6.0 mm	No	1	1				
h)	Tracheostomy tubes (Plain) –Sizes6.5 mm	No	1	1				
i)	Tracheostomy tubes (Plain) –Sizes7.0 mm	No	1	1				
j)	Tracheostomy tubes (Plain) –Sizes7.5 mm	No	1	1				
k)	Tracheostomy tubes (Plain) –Sizes8.0 mm	No	1	1				
56	Tracheostomy tube scuffed -							
a)	Tracheostomy tube scuffed -6.0 mm	No	1	1				
b)	Tracheostomy tube scuffed -6.5 mm	No	1	1				
c)	Tracheostomy tube scuffed 7.0 mm	No	1	1				

d)	Tracheostomy tube scuffed -7.5 mm	No	1	1				
e)	Tracheostomy tube scuffed -8.0 mm	No	1	1				
f)	Tracheostomy tube scuffed -8.5 mm	No	1	1				
57	Thoracic catheters							
a)	Thoracic catheters –FG.6	No	1	1				
b)	Thoracic catheters –FG.8	No	1	1				
c)	Thoracic catheters –FG.10	No	1	1				
d)	Thoracic catheters –FG.12	No	1	1				
e)	Thoracic catheters–FG.16	No	1	1				
f)	Thoracic catheters –FG.18	No	1	1				
g)	Thoracic catheters –FG.20	No	1	1				
h)	Thoracic catheters –FG.22	No	1	1				
i)	Thoracic catheters –FG.24	No	1	1				
j)	Thoracic catheters –FG.26	No	1	1				
k)	Thoracic catheters –FG.28	No	1	1				
l)	Thoracic catheters –FG.30	No	1	1				
58	Yanker tubing for suction machine) with pre- attached handle	No	1	1				
59	Tracheostomy dressing	No	1	1				
60	Suction machine bottles	No	1	1				
61	Opsite spray dressing	No	1	1				
62	Disposable Surgeon Caps	Pktof100	1	1				
63	Respirator N95 Masks	No	1	1				
64	Disposable plastic aprons material	Roll of25 kg	1	1				
65	Adhesive po stop dressing with highly absorbent pad	No	1	1				
66	Dermacarrias							
(i)	Size1:1.5 Meshing Ratio	Dozen	1	1				
(ii)	Size1:2 Meshing Ratio	Dozen	1	1				

(iii)	Size1:3 Meshing Ratio	Dozen	1	1				
67	N-95 Particulate Respirator	No	1	1				
68	Adhesive securing tape (sleek) Size 7.5 cmx5 m	No	1	1				
69(a)	Disposable speculum s for cervical cancer screening- **Large**	No	1	1				
69(b)	Disposable speculums for cervical cancer screening- **Medium**	No	1	1				
70	Double Barrel tracheostomy tube							
a)	Double Barrel tracheostomy tube–Size6.5	No	1	1				
b)	Double Barrel tracheostomy tube–Size7.5	No	1	1				
c)	Double Barrel tracheostomy tube–Size8.0	No	1	1				
71	Universal drape set with mayo table cover	No	1	1				
72	Specification for C-section drape set with mayo table cover	No	1	1				
73 A	Disposable surgeon gowns (reinforced)		1	1				
a)	Medium (M)	No	1	1				
b)	Large (L)	No	1	1				
c)	Extra Large (X L)	No	1	1				
d)	Extra Extra Large (XXL)	No	1	1				
B.	Disposable Surgeon Gowns (Unreinforced)		1	1				
a)	Medium (M)	No	1	1				
b)	Large (L)	No	1	1				
c)	Extra Large (X L)	No	1	1				

d)	Extra Extra Large (XXL)	No	1	1				
74	Disposable scrub suits		1	1				
a	Medium (M)	pairs	1	1				
b	Large (L)	pairs	1	1				
c	Extra Large (X L)	pairs	1	1				
d	Extra Extra Large (XXL)	pairs	1	1				
75	Theatre operating boots	pairs	1	1				
76	Theatre clogs	pairs	1	1				
77	Facemask with full face shield for theatre	No	1	1				
78	Amnicot	No	1	1				
79	Camera Drapes	No	1	1				
80	Surgical clipper with pivoting head with charger	No	1	1				
81	Single use blades for surgical clippers with pivoting head	No	1	1				
82 a	Disposable Scrubbing Brushes with povidone iodine	No	1	1				
82 b	Disposable Scrubbing Brushes with chlorohexidine gluconate	No	1	1				
83(a)	Reusable linear stapler- Small cutter	pieces	1	1				
83(b)	Reusable linear stapler- Large cutter	pieces	1	1				
84	Decontamination Gluterylaldehide OPA Containers		1	1				
a	Containers16.5 x11.5 x2.5 inches	No	1	1				
b	Containers 503 mmx186 mm	No	1	1				
c	Containers740 x220 mm.	No	1	1				
85	Disposable pediatric surgical Blankets compatible with Bayer Hager machine in KNH Theatres	No	1	1				

86	La paros co pic Vessel Sealer Tissue Cutters	No	1	1				
87	Vessel Sealer Tissue Cutters for open surgery	No	1	1				
88	Maryland short vessel sealer/cutter	No	1	1				
89	Vessel sealer-Small Jaw	No	1	1				
90	Advanced bipolar tissue sealer for la paros co pic surgery	No	1	1				
91	Advanced bipolar tissue sealer for open surgery	No	1	1				
92	Titanium Linear cutter	No	1	1				
93	Linear cutter reload	No	1	1				
94	Ultrasonic shears for la paros co pic surgery	No	1	1				
95	Nitrile skin examination gloves-medium size	Pair	1	1				
96 (a)	Adult Convex Colostomy Bags	No	1	1				
96 (b)	Paediatric Convex Colostomy Bag	No	1	1				
97	Gun Thermometer	No	1	1				
98	Needles adaptors for IV Cannulaewithswabcaps	No	1	1				
99	Automatic biopsy gun and needles							
a)	Automatic biopsy gun	No	1	1				
b)	Needles	No	1	1				
(i)	Breast core biopsy needles		1	1				
(a)	14 Gx10 cm	No	1	1				
(b)	16 Gx10 cm	No	1	1				
(ii)	Tru-cut prostrate biopsy needles		1	1				

(a)	18 Gx20 cm	No	1	1				
(b)	16 Gx20 cm	No	1	1				
100	Lubricant oil spray for surgical drills devices	No	1	1				
101	surgical skin preparation solution	No	1	1				
102 (a)	Oxygen facemask s for adult	(pack of50 pieces	1	1				
(b)	Oxygen facemask s for paediatrics	pack of 50 pieces	1	1				
(c)	Oxygen facemask s for Neonates	pack of 50 pieces	1	1				
103	Absorbent Dressing Pads							
a	10 cmx10 cm	Pktof10	1	1				
b	20 cmx20 cm	Pktof10	1	1				
104 a)	transparent film dressing with absorbent pad 10 x30 cm	No	1	1				
b	transparent film dressing with absorbent pad 20 x40 cm	No	1	1				
105	Paraffin gauze with chlorohexidine							
a	10 cmx10 cm	P kts of 10	1	1				
b	10 cmx40 cm	P kts of 10	1	1				
106	Alcohol Swabs	No	1	1				
107	Monsel paste /gel	No	1	1				
108	silver nitrate sticks	No	1	1				
109	Pipelle s	No	1	1				
110	loops for LEE P procedure		1	1				
a	10 mmx10 mm loop	No	1	1				
b	20 mmx8 mm loop	No	1	1				
c	20 mmx10 mm loop	No	1	1				
d	20 mmx15 mm loop	No	1	1				

111	Pediatric Bill band (Photo therapy Eye Shield)	No	1	1				
112	Sterile Surgical gloves–latex free, powder free	No	1	1				
a)	Sizes6.0	Pairs	1	1				
b)	Sizes6.5	Pairs	1	1				
c)	Sizes7.0	Pairs	1	1				
d)	Sizes7.5	Pairs	1	1				
e)	Sizes8.0	Pairs	1	1				
113	Bipolar forceps cord reusable 15'(4.6 m)							
a)	Compatible with two pin forceps connector end	No	1	1				
b)	Compatible with one flat tip bipolar forceps	No	1	1				
114	Bipolar forceps reusable							
a)	Compatible with two pin connector end	No	1	1				
b)	Compatible with one flat connection end tip	No	1	1				
115	Bayonet Bipolar Forceps-0.7mm	No	1	1				
116	Bayonet Force p scoville–Greenwood-19.7-1.5 mm	No	1	1				
117	Bipolar Forceps- 19.1cm	No	1	1				
118	Patient return electrode cord and clamp reusable 15' (4.6m)	No.						
119	Cordless Ultrasonic	No	1	1				
120 (a)	Electro surgical hand piece pencil disposable15'(4.6 m)	No	1	1				
(b)	Colorado Diathemy tip	No	1	1				
121(a)	Disposable adult patient return electrode with a cordless plate	No	1	1				

(b)	Disposable adult patient return electrode with a cord and plate							
122 a)	Disposable infant patient return electrode- cordless	No	1	1				
b)	Disposable infant patient return electrode with a cord							
123 a)	Disposable Neonatal patient return electrode with a cord	No	1	1				
b)	Disposable Neonatal patient return electrode cordless							

124	Laparoscopic Disposable Trocars &Cannules-10 mm	No	1	1				
125	Laparoscopic Disposable Trocars&Cannules-12 mm	No	1	1				
126	Laparoscopic Disposable Trocars&Cannu les-2.5 mm	No	1	1				
127	Laparoscopic Disposable Trocars&Can nu les-5 mm	No	1	1				
128	Patients Identifications Bands							
a)	Adult	Boxof100 pcs	1	1				
b)	Paedtriatic	Boxof100 pcs	1	1				
c)	Neonatal	Boxof100 pcs	1	1				
129	Intravenous regulator with intravenous set	No	1	1				
130	Reusable patient return electrode cord/clamp	No	1	1				
131	Adult cordless Patient Return Electrode compatible with Covidien /Valley lab electro surgical unit	No	1	1				
132	Dermatome blades compatible with aesculap cordless battery dermatome in theatre	No	1	1				
133	Linear Cutter reloads	No	1	1				
134	Ultrasonic Devices	No	1	1				
135	Skin traction kits							
a)	Adult	No	1	1				
b)	Pediatric	No	1	1				
136	Vacuum Delivery system (extractor)	No	1	1				
137	Nephrostomy drainage bags	No	1	1				

138	Casting Tape Non - Fiberglass	No	1	1				
139	Stomahesive paste	No	1	1				
140	Stomahesive powder	No	1	1				
141	Disposable stainless steel Linear Cutter							
	a)55 mm	No	1	1				
	b)75 mm	No	1	1				
142	Disposable Linear Cutter Stapler Reloads							

143	Disposable Curved Cutter Staplers							
144	Disposable Circular Staplers							
	a)21 mm	No	1	1				
	b) 26 mm	No	1	1				
	c)29 mm	No	1	1				
	d)33 mm	No	1	1				
145	Disposable Hemorrhoidal Stapler (32 mm)	No	1	1				
146	Sanitary pads	No	1	1				
148	ABSORBENT COTTON WOOL ROLL -400 gms	Rolls	1	1				
147	Robinson drain							
	a). 1/4"	No	1	1				
	b). 1/8"	No	1	1				
148	Ultrasonic surgical scalpel instrument for open surgery							
	a. Sizes-9 cm	No	1	1				
	b. Sizes-17 cm	No	1	1				
	c. Sizes-22 cm	No	1	1				
149	Ultrasonic surgical scalpel instrument for Laparoscopic surgery							
	a. Sizes-35cm	No	1	1				
	b) Sizes- 45 cm	No	1	1				
150	Silicone Foam Dressing							
	a) 10 x 10cm	No	1	1				
	b) 7.5 x 7.5cm	No	1	1				
	c) 12.5 x 12.5cm	No	1	1				
	d) 15 x 15cm	No	1	1				
	e) 10 x 20cm	No	1	1				

	f) 20 x 20cm	No	1	1				
	g) 10 x 30cm	No	1	1				
	h) 15x20cm	No	1	1				
151	**Uridoms Large (Adult)**	No	1	1				
152	**Uridoms Medium**	No	1	1				
153	**Polythene sheet**	*(Pktsof 10)*	1	1				
154	Neonatal plastic graduate feeding cups	No	1	1				
a)	40/50/60 ml	No	1	1				
b)	150 mls	No	1	1				
c)	200 mls	No	1	1				
155	**Mothers Plastic Expressing bowl-300 mls**	No	1	1				
156	**Top Tailing Bowls-500 mls**	No	1	1				
157	**Hemostatic Products–Absorbable Hemostat** **a) size 1.0g**							
	b) size 2.0g	No	1	1				
	c) size 3.0g	No	1	1				
158	**Haemostatic Products–Non-Absorbable Haemostat**							
a	Gauze (15 cmby 15 cm) 2 ml	No	1	1				
b	Gauze (18 cmby 22 cm) 3.5 ml	No	1	1				
		No	1	1				
	OPTHALMOLOGY CONSUMABLES							
A	Surgical Oil spray for high-speed drills devices	No	1	1				
B	Eye examination kit	Pieces	1	1				

C	Cyclo probe (CPC)	Pieces	1	1				
D	Syringe filter	Pieces	1	1				
E	Infusion/Anterior chamber canular25 ga		1	1				
F	Eye drapes		1	1				
i)	80 x90 cm	pieces	1	1				
G	Eye shield	pieces	1	1				
H	spear swabs sticks	pkts	1	1				
I	Symblepharon rings.	pieces	1	1				
J	Eye pad	pieces	1	1				
K	ILM elevator tip	pieces	1	1				
L	Eye Trocar kit	pieces	1	1				
M	Super Sharp (15°) Micro surgical Knife	pieces	1	1				
N	Keratome Micro surgical Knife	Pieces	1	1				
O	Crescent Micro surgical Knife	Pieces	1	1				
P	Fluorescent strips	No	1	1				
Q	Infusion/Aspiration cassette	No	1	1				
R	Endo-photo coagulation lead	No	1	1				
S	Continuous flow cutters	No	1	1				
T	Irrigation/infusion sleeves-silicon2.2 mm	No	1	1				
U	Sodium Hyaluronate	No	1	1				

V	Sling Suspension							
W	Silicone band							
X	Vitrectomy cutters							
Y	Silicon lacrimal set							
Total Kshs								

Price Schedule Forms

**The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column1 ofthe*
Price Schedules shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirement

Form of Tender Security-[Option1–Demand Bank Guarantee]

Beneficiary:

Request for Tenders No:

Date:

TENDER GUARANTEE No.:

Guarantor: _____

1. We have been informed that (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of under Request for Tenders No. (—the ITT‖).

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

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

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

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

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

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

_____

[signature (s)]

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

FORMAT OF Tender Security[Option2–Insurance Guarantee]

TENDER GUARANTEE No.:

1. Whereas …… [Name of the Tenderer] (here in after called—the Tenderer‖) has submitted its tender dated …… [Date of submission of tender] for the..... [Name and/or description of the tender] (here in after called —the Tender‖) for the execution of under Request for Tenders No. (—the ITT‖).

2. KNOW ALL PEOPLE by these presents that WE……of.....[Name of Insurance **Company]having our registered office at……(here in after called—the Guarantor‖), are bound unto** .....[Name of Procuring Entity](here in after called—the Procuring Entity‖) in the sum of

…… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this day of_20.

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

   b) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (—the Tender Validity Period‖), or any extension there to provided by the Principal; or

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

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

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

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

_____ _____

[Date] *[Signature of the Guarantor]*

_____ _____

[Witness] *[Seal]*

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

Form of Tender-SECURING DECLARATION

[The Bidders hall complete this Form in accordance with the instructions indicated]

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

Tender No.....[Insert number of tendering process]

To.....[insert complete name of

Purchaser]I/We, the undersigned, declare that:

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

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

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

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

   b) thirty days after the expiration of our Tender.

4. I/We understand that if Iam/weare/ina joint venture, the Tender Securing Declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:……..…….....

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

Name:…….....

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

Tenderer]. Dated on..... dayof ..... [Insert date of

signing].

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

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

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

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

process]Alternative No..... [insert identification No if this is a

Tender for an alternative]

To..... [Insert complete name of Procuring

*Entity]*WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause28 ofthe General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title ..... [Insert title]

Dated on dayof , [insert date of signing]

PART 2A: SUPPLY REQUIREMENTS

1. (a) Strapping Adhesive-2”x5 m

i. Literature and label should include English language.
ii. Should have ownership.
iii. Should have strong adhesive ness on one side
iv. Should be the size requested for
v. Have moderate thickness
vi. Must not be messy
vii. Must be hypoallergenic
viii. The packages should be intact
ix. Expire date must not be less than2/3 of its shelf life.
x. Date of manufacture and Date of Expiry be indicated.
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization

b) Strapping Adhesive3”x5 m

i. Literature and label should include English language.
ii. Should have ownership
iii. Should have strong adhesive ness on one side
iv. Should be the size requested for
v. Have moderate thickness
vi. Must not be messy
vii. Must be hypoallergenic
viii. The packages should be intact
ix. Expire date must not be less than2/3 of its shelf life
x. Date of manufacture and Date of Expiry be indicated
xi. Sample must be provided
xii. Supplier must provide manufactures authorization

c) Strapping Adhesive-6”x5 m

i. Literature and label should include English language
ii. Should have ownership
iii. Should have strong adhesive ness on one side
iv. Should be the size requested for
v. Have moderate thickness

vi. Must not be messy.
vii. Must be hypoallergenic.
viii. The packages should be intact.
ix. Must have two years and above shelf life on delivery.
x. Date of manufacture and Date of Expiry be indicated.
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization.

d) Strapping for neonatal size2"x5 m

i. Sleek bondage.
ii. Size as per order.
iii. Strong, firm and durable adhesive ness.
iv. Intact packaging.
v. Able to be used on moist and dry skin.
vi. Should be easy to tear.
vii. Must have two years and above shelf life on delivery.
viii. Date of manufacture and Date of Expiry be indicated.
ix. Sample must be provided.
x. Supplier must provide manufactures authorization.

e) Strapping for neonatal size3"x5 m

i. Sleek bondage
ii. Size as per order
iii. Strong, firm and durable adhesive ness
iv. Intact packaging
v. Able to be used on moist and dry skin
vi. Should be easy to tear
vii. Expire date must not be less than 2/3 of its shelf life .
viii. Date of manufacture and Date of Expiry be indicated
ix. Sample must be provided.
x. Supplier must provide manufactures authorization

2. (a) Surgical/Medical Tape (Dressing and Device Secure ment tape -Size0.5"

i. Should have an easy, straight and bi-directional tear.
ii. Should be porous and breathable to maintain skin integrity.
iii. Should have good adhesion to skin and tubing for secure placement.
iv. Should be transparent for easy monitoring.
v. Should be latex-free and hypoallergenic
vi. Length up to9 meters
vii. Should be water-resistant.
viii. Date of manufacture and expiry date
ix. Must be well packed and intact
x. Supplier must provide manufactures authorization

(b) Surgical/Medical Tape (Dressing and Device Securement tape-Size1"

i. Should have an easy, straight and bi-directional tear.
ii. Should be porous and breathable to maintain skin integrity.
iii. Should have good adhesion to skin and tubing for secure placement.
iv. Should be transparent for easy monitoring.
v. Should be latex-free and hypoallergenic.

vi. Length up to9 meters.
vii. Should be water-resistant.
viii. Date of manufacture and expiry date.
ix. Must be well packed and intact.
x. Supplier must provide manufactures authorization.

(c) Surgical/Medical Tape (Dressing and Device Securement tape -Size2"

i. Should have an easy, straight and bi-directional tear.
ii. Should be porous and breathable to maintain skin integrity.
iii. Should have good adhesion to skin and tubing for secure placement.
iv. Should be transparent for easy monitoring.
v. Should be latex-free and hypoallergenic.
vi. Length up to9 meters.
vii. Should be water-resistant.
viii. Date of manufacture and expiry date.
ix. Must be well packed and intact.
x. Supplier must provide manufactures authorization.

(d) Surgical/Medical Tape (Dressing and Device Securement tape -Size3"

i. Should have an easy, straight and bi-directional tear.
ii. Should be porous and breathable to maintain skin integrity.
iii. Should have good adhesion to skin and tubing for secure placement.
iv. Should be transparent for easy monitoring.
v. Should be latex-free and hypoallergenic.
vi. Length up to9 meters.
vii. Should be water-resistant.
viii. Date of manufacture and expiry date.
ix. Must be well packed and intact.
x. Supplier must provide manufactures authorization.

3. (a) Disposable Colostomy bag–(paediatric)

i. Must have no leakage and adhere well to the surrounding skin.
ii. Must apply sufficient pressure around the stoma.
iii. Must be flexible enough to adhere to and form a seal with the patient's body profile.
iv. iv. Date of manufacture and Date of Expiry indicated.
v. v. Expiry date must not be less than5 years of shelf life.
vi. vi. Must have ownership.
vii. Samples must be provided.
viii. Must not lose adhesive ness.
ix. Must be a single piece bag.
x. Must have a vent.
xi. Must have hydro colloid face plate.
xii. One side of the bag must be transparent and the other side must be opaque.
xiii. Must have an integrated closure.
xiv. Must be between15-100 mm.

(b) Disposable Colostomy bag–Adult size

i. Must have no leakage and adhere well to the surrounding skin.
ii. Must apply sufficient pressure around the stoma.
iii. Must be flexible enough to adhere to and form a seal with the patient's body profile.
iv. iv. Date of manufacture and Date of Expiry indicated.
v. v. Expiry date must not be less than5 years of shelf life.
vi. vi. Must have ownership.
vii. Samples must be provided.
viii. Must not lose adhesive ness.
ix. Must be a single piece bag.
x. Must have a vent.
xi. Must have hydro colloid face plate.
xii. One side of the bag must be transparent and the other side must be opaque.
xiii. Must have an integrated closure.

(c) Disposable Colostomy Bag-Neonatal size

i. Should be well fitting and easily applicable
ii. Adhesive base plate should not allow any Leakages
iii. Single use.
iv. Package should be intact.
v. Expire date should not be less than2/3 of its shelf life.
vi. Date of manufacture and Date of Expiry.
vii. Sizes as per order.
viii. Must have a soft hydro colloid base plate.
ix. Odour proof with a charcoal filter.
x. Must have a cut to fit base plate.
xi. Must be drain able pouch with integrated closure.
xii. Sample must be provided.
xiii. Must have ownership.
xiv. The back of the pouch must be transparent.
xv. Supplier must provide manufactures authorization.

4. (a) Feeding Tubes Disposable (Na so gastric Tubes)-FG.4

i. They should be plastic and firm.
ii. Should have a blind end with holes at sides.
iii. Have in built spigot (cover).
iv. Date of manufacture and Date of Expiry be indicated.
v. Packaging should be intact and sterile.
vi. For single use (Disposable)
vii. Sizes as per order.
viii. Easy to dispense.
ix. Must have radio opaque line.
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization.

(b) Feeding Tubes Disposable (Na so gastric Tubes)-FG.5

i. They should be plastic and firm.
ii. Should have a blind end with holes at sides.
iii. Have in built spigot (cover).
iv. Date of manufacture and Date of Expiry be indicated.
v. Packaging should be intact and sterile.
vi. For single use (Disposable).
vii. Sizes as per order.
viii. Easy to dispense.
ix. Must have radio opaque line
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization.

(c) Feeding Tubes Disposable (Na so gastric Tubes)-FG.6

i. They should be plastic and firm.
ii. Should have a blind end with holes at sides.
iii. Have in built spigot (cover).
iv. Date of manufacture and Date of Expiry be indicated.
v. Packaging should be intact and sterile.
vi. For single use (Disposable)
vii. Sizes as per order.
viii. Easy to dispense.
ix. Must have radio opaque line
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization.

(d) Feeding tubes disposable (Nasogastric Tubes) -FG.8

i. They should be plastic and firm
ii. Should have a blind end with holes at sides
iii. Have in built spigot (cover)
iv. Date of manufacture and Date of Expiry be indicated
v. Packaging should be intact and sterile
vi. For single use (Disposable)
vii. Sizes as per order
viii. Easy to dispense
ix. Must have radio opaque line
x. Expiry date must not be less than2/3 shelf life
xi. Supplier must provide manufactures authorization.

(e) Feeding Tubes Disposable (Nasogastric Tubes)-FG.10

i. They should be plastic and firm
ii. Should have a blind end with holes at sides
iii. Have in built spigot (cover)
iv. Date of manufacture and Date of Expiry be indicated
v. Packaging should be intact and sterile
vi. For single use (Disposable).
vii. Sizes as per order.

viii. Easy to dispense.
ix. Must have radio opaque line.
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization.

(f) Feeding Tubes Disposable (Na so gastric Tubes)-FG.12

i. They should be plastic and firm.
ii. Should have a blind end with holes at sides.
iii. Date of manufacture and Date of Expiry be indicated.
iv. Packaging should be intact and sterile.
v. For single use (Disposable).
vi. Sizes as per order.
vii. Must have a funnel shape to fit in the feeding tube.
viii. Easy to dispense.
ix. Must have radio-opaque line.
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization

(g) Feeding Tubes Disposable (Na so gastric Tubes) -FG.14

i. They should be plastic and firm.
ii. Should have a blind end with holes at sides.
iii. Date of manufacture and Date of Expiry be indicated.
iv. Packaging should be intact and sterile.
v. For single use (Disposable).
vi. Sizes as per order.
vii. Must have a funnel shape to fit in the feeding tube.
viii. Easy to dispense.
ix. Must have radio opaque line
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization.

(h) Feeding Tubes Disposable (Nasogastric Tubes)-FG.16

i. They should be plastic and firm.
ii. Should have a blind end with holes at sides.
iii. Date of manufacture and Date of Expiry be indicated.
iv. Packaging should be intact and sterile.
v. For single use (Disposable).
vi. Sizes as per order.
vii. Must have a funnel shape to fit in the feeding tube
viii. Easy to dispense.
ix. Must have radio opaque line.
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization.

(i) Feeding Tubes Disposable (Nasogastric Tubes)- FG.18

i. They should be plastic and firm
ii. Should have a blind end with holes at sides
iii. Date of manufacture and Date of Expiry be indicated
iv. Packaging should be intact and sterile
v. For single use (Disposable)
vi. Sizes as per order
vii. must have a funnel shape to fit in the feeding tube
viii. Easy to dispense
ix. Must have radio opaque line
x. Expiry date must not be less than2/3 shelf life.
xi. Supplier must provide manufactures authorization

5. (a) Disposable Foley Catheters-FG.4

i. Must be silicon coated latex material
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life.
v. Date of manufacture and Date of Expiry be indicated.
vi. Single use.
vii. Balloon should be de flat able.
viii. As per order can be two ways or three ways.
ix. Easy to dispense.
x. Supplier must provide manufactures authorization.

(b) Disposable Foley Catheters-FG.6

i. Must be silicon coated latex material.
ii. The packages should be intact.
iii. Should be sterile.
iv. Expiry date must not be less than2/3 of its shelf life.
v. Date of manufacture and Date of Expiry be indicated.
vi. Single use.
vii. Balloon should be de flat able.
viii. As per order can be two ways or three ways.
ix. Easy to dispense.
x. Supplier must provide manufactures authorization.

(c) Disposable Foley Catheters-FG.8

i. Must be silicon coated latex material.
ii. The packages should be intact.
iii. Should be sterile.
iv. Expiry date must not be less than2/3 of its shelf life.
v. Date of manufacture and Date of Expiry be indicated.

vi. Single use.
vii. Balloon should be de flat able.
viii. As per order can be two ways or three ways.
ix. Easy to dispense.
x. Supplier must provide manufactures authorization.

(d) Disposable Foley Catheters-FG.10

i. Must be silicon coated latex material
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life
v. Date of manufacture and Date of Expiry be indicated
vi. Single use
vii. Balloon should bede flat able
viii. As per order can be two ways or three ways
ix. Easy to dispense
x. Supplier must provide manufactures authorization.

(e) Disposable Foley Catheters-FG.12

i. Must be silicon coated latex material
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life
v. Date of manufacture and Date of Expiry be indicated
vi. Single use
vii. Balloon should be de flat able
viii. As per order can be two ways or three ways
ix. Easy to dispense
x. Hydro gel catheter with hydrophilic coating, can be used for up to6 weeks
xi. Supplier must provide manufactures authorization

(f) Disposable Foley Catheters-FG.14

i. Must be silicon coated latex material
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life
v. Date of manufacture and Date of Expiry be indicated
vi. Single use
vii. Balloon should bede flat able
viii. As per order can be two ways or three ways
ix. Easy to dispense.
x. Hydro gel catheter with hydrophilic coating, can be used for up to6 weeks.
xi. Supplier must provide manufactures authorization.

(g) Disposable Foley Catheters-FG.16

i. Must be silicon coated latex material.
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life
v. Date of manufacture and Date of Expiry be indicated
vi. Single use.
vii. Balloon should bede flat able
viii. As per order can be two ways or three ways.
ix. Easy to dispense.
x. Hydro gel catheter with hydrophilic coating, can be used for up to6 weeks.
xi. Supplier must provide manufactures authorization

(h) Disposable Foley Catheters-FG.18

i. Must be silicon coated latex material
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life
v. Date of manufacture and Date of Expiry be indicated
vi. Single use
vii. Balloon should bede flat able
viii. As per order can be two ways or three ways
ix. Easy to dispense
x. Hydro gel catheter with hydrophilic coating, can be used for up to6 weeks
xi. Supplier must provide manufactures authorization

(i) Disposable Foley Catheters-FG.20

i. Must be silicon coated latex material.
ii. The packages should be intact
iii. Should be sterile
iv. Expiry date must not be less than2/3 of its shelf life
v. Date of manufacture and Date of Expiry be indicated
vi. Single use
vii. Balloon should bede flat able
viii. As per order can be two ways or three ways
ix. Easy to dispense.
x. Hydro gel catheter with hydrophilic coating, can be used for up to6 weeks.
xi. Supplier must provide manufactures authorization.

(j) Disposable Foley Catheters-FG.22

i. The packages should be intact
ii. Should be sterile
iii. Expiry date must not be less than2/3 of its shelf life
iv. Date of manufacture and Date of Expiry be indicated
v. Single use
vi. Balloon should bede flat able
vii. As per order can be two ways or three ways
viii. Easy to dispense.
ix. Hydro gel catheter with hydrophilic coating, can be used for up to6 weeks.
x. Supplier must provide manufactures authorization.
xi.

6. (a) Urine bags for adult

i. Should have inlet, and outlet should be on the lower Part of the bag.

ii. Should have graduations
iii. Should hold atleast2000 mls of urine
iv. Should be of plastic material
v. Expiry date should not be less than2/3 of shelf life
vi. Date of manufacture and Date of Expiry
vii. For single use
viii. Should be leak proof
ix. Must have support tapes atleast30 cm each
x. Sample must be provided
xi. Supplier must provide manufactures authorization

(b) Urine bag for children

i. Should have inlet, and outlet should be on the lower part of the bag
ii. Should have graduations between50 to100 mls.
iii. Should holds atleast500 mls of urine
iv. Should be of plastic material
v. Expiry date should not be less than2/3 of shelf life
vi. Date of manufacture and Date of Expiry
vii. For single use
viii. Should be leak proof.
ix. Must have support tapes atleast30 cm
x. Sample must be provided.
xi. Supplier must provide manufactures authorization

(c) Urine bag for Neonates

i. Should have inlet and outlet with spigots.
ii. Should have graduations between5 to10 mls.
iii. Should hold atleast100 mls of urine.
iv. Should be of plastic material.
v. Expiry date should not be less than2/3 of shelf life.
vi. Date of manufacture and Date of Expiry.
vii. For single use.
viii. Should be leak proof.
ix. Must have support tapes atleast30 cm.
x. Sample must be provided.
xi. Supplier must provide manufactures authorization.

7. (a) Disposable syringes-2 mls

i. Nontoxic and pyro gen free -
ii. Must not be leaking
iii. Must be disposable
iv. Expiry date not less than2/3 of life
v. Date of manufacture and Date of Expiry
vi. Expiry be indicated
vii. Must be properly packaged box of 100 pcs
viii. Must be clearly graduated
ix. Easy to dispense
x. Single packed
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization

(b) Disposable syringes-5 mls

i. Nontoxic and pyro gen free -
ii. Must not be leaking
iii. Must be disposable
iv. Expiry date not less than2/3 of life
v. Date of manufacture and Date of Expiry
vi. Expiry be indicated
vii. Must be properly packaged box of 100 pcs
viii. Must be clearly graduated
ix. Easy to dispense
x. Single packed
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization

(c) Disposable syringes- 10 mls

i. Nontoxic and pyrogen free -
ii. Must not be leaking
iii. Must be disposable
iv. Expiry date not less than2/3 of life
v. Date of manufacture and Date of Expiry
vi. Expiry be indicated
vii. Must be properly packaged box of100 pcs
viii. Must be clearly graduated
ix. Easy to dispense
x. Single packed
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization

(d) Disposable syringes-20 mls

i. Nontoxic and pyrogen free -
ii. Must not be leaking
iii. Must be disposable
iv. Expiry date not less than2/3 of life
v. Date of manufacture and Date of Expiry
vi. Expiry be indicated
vii. Must be properly packaged box of 100 pcs
viii. Must be clearly graduated
ix. Easy to dispense
x. Single packed.
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization.

(e) Disposable syringes-Wide tapering nozzle50/60 cc

i. Non-toxic and pyrogen free.
ii. Catheter tip.
iii. Must not be leaking.
iv. Must be disposable.
v. Transparent barrel.
vi. Must be Sterile in peel pouch.
vii. Expiry date must not be less than2/3 shelf life.
viii. Date of manufacture and Date of Expiry be indicated.
ix. Must be properly packaged.
x. Sterile in peel pouch.

xi. Must have wide long tapering nozzles.
xii. Clearly graduated.
xiii. Easy to dispense.
xiv. Single packed.
xv. Supplier must provide manufactures authorization.

(f) Disposable syringes-Narrow Nozzle50/60 cc syringe pump

i. Non-toxic and pyrogen free.
ii. Must not be leaking.
iii. Must be disposable.
iv. Expiry date must not be less than2/3 shelf life.
v. Date of manufacture and Date of Expiry.
vi. Must be properly packaged.
vii. Must be clearly graduated.
viii. Sample must be provided.
ix. Lu er lock tip
x. Transparent barrel.
xi. Must be Sterile in peel pouch.
xii. Supplier must provide manufactures authorization.

(g) Insulin syringes (1 ml) -

i. Must have a needle size30/31 G firmly
ii. Attached to syringes
iii. The needle should be 6mm
iv. Must be sterile
v. Expiry date not less than2/3 of shelf life
vi. Date of manufacture and Date of Expiry
vii. Should be clearly and boldly graduated indicating units up to 100 units
viii. Must be single use
ix. Easy to peel
x. Should withdraw insulin easily
xi. Should have a strong protective cork
xii. Should be single packed
xiii. Sample must be provided
xiv. Supplier must provide manufactures authorization

h) Insulin Syringe 0.5 ml

i. Must have a needle size gauge 31 attached to the syringe
ii. The needle should be 6 mm
iii. Must be single packed
iv. Expiry date not less than 2/3 off shelf life
v. Date of manufacture and date of expiry
vi. Should be clearly and boldly graduated indicating up to 100 units
vii. Must be single use
viii. Should withdraw insulin easily
ix. Should have a strong protective cork
x. Sample of 10 pieces must be provided
xi. 10 pieces package
xii. Must have ownership
xiii. Manufacturer letter of authority
xiv. On supply each box of 100 pieces single packed in tens.

8. (a) Disposable Needles-G.25 x5/8"

i. Non-toxic and non-pyrogenic

ii. Must be sharp slightly slanted
iii. Must be sterile
iv. Properly packaged and clearly labeled
v. Expiry date must not be less than2/3 shelf life
vi. Date of manufacture and Date of Expiry be indicated
vii. Sizes as per order
viii. Must be sharp
ix. Easy to dispense
x. Single packed in a box of100 pcs
xi. Sample must be provided.
xii. Must have ownership
xiii. Supplier must provide manufactures authorization

(b) Disposable needles-G.21 x1.5"

i. Non-toxic and non-pyrogenic.
ii. Must be sharp slightly slanted
iii. Must be sterile
iv. Properly packaged and clearly labeled
v. Expiry date must not be less than2/3 shelf life
vi. Date of manufacture and Date of Expiry be indicated
vii. Sizes as per order
viii. Must be sharp
ix. Easy to dispense
x. Single packed in a box of100 pcs
xi. Sample must be provided.
xii. Must have ownership.
xiii. Supplier must provide manufactures authorization

(c) Disposable needles-G.23 x1"

i. Non-toxic and non-pyrogenic
ii. Must be sharp slightly slanted
iii. Must be sterile
iv. Properly packaged and clearly labeled
v. Expiry date must not be less than2/3 shelf life
vi. Date of manufacture and Date of Expiry be indicated
vii. Sizes as per order
viii. Must be sharp
ix. Easy to dispense
x. Single packed in a box of100 pcs
xi. Sample must be provided.
xii. Must have ownership
xiii. Supplier must provide manufactures authorization

9. (a) Surgical blades -No.10

i. Must be stainless steel or carbon steel
ii. Must be sharp and sterile
iii. Method of sterilization must be indicated
iv. Clearly labeled box of100 and size indicated
v. Easy to dispense from package
vi. Expiry date must not be less than2/3 shelf life
vii. Date of manufacture and Date of Expiry indicated
viii. Must firmly fit on to the specific parker handle i. e.3,4, or5 or7
ix. Must be packed in individual foil packs.
x. Sample must be provided.
xi. Supplier must provide manufactures authorization

(b) Surgical blades-No.11

i. Must be stainless steel or carbon steel
ii. Must be sharp and sterile
iii. Method of sterilization must be indicated
iv. Clearly labeled box of100 and size indicated
v. Easy to dispense from package
vi. Expiry date must not be less than2/3 shelf life
vii. Date of manufacture and Date of Expiry indicated
viii. Must firmly fit on to the specific parker handle i. e.3,4, or5 or7
ix. Must be packed in individual foil packs.
x. Sample must be provided.
xi. Supplier must provide manufactures authorization

(c) Surgical blades-No.15

i. Must be stainless steel or carbon steel
ii. Must be sharp and sterile.
iii. Method of sterilization must be indicated
iv. Clearly labeled box of100 and size indicated.
v. Easy to dispense from package.
vi. Expiry date must not be less than2/3 shelf life.
vii. Date of manufacture and Date of Expiry indicated
viii. Must firmly fit on to the specific parker handle i. e.3,4, or5 or7
ix. Must be packed in individual foil packs.
x. Sample must be provided.
xi. Supplier must provide manufactures authorization.

(d) Surgical blades-No.23

i. Must be stainless steel or carbon steel
ii. Must be sharp and sterile
iii. Method of sterilization must be indicated
iv. Clearly labeled box of100 and size indicated
v. Easy to dispense from package
vi. Expiry date must not be less than2/3 shelf life
vii. Date of manufacture and Date of Expiry indicated
viii. Must firmly fit on to the specific parker handle i. e.3,4, or5 or7
ix. Must be packed in individual foil packs.
x. Sample must be provided.
xi. Supplier must provide manufactures authorization

10. Digital thermometers

i. Measurement range32. c–43.9
ii. Tempc32.0 c display L for low
iii. Temp43.9 c display H for high
iv. **Measurement accuracy:0.1 between34 cand42 cat an ambient temp of18 cto280**
v. **Self test value: automatic internal check at a test of 37.0 cif there is a deviation**
vi. of0.1 c, Ere (error is displayed)
vii. **Display: smallest unit of display0.1 c liquid crystal (LCD) three digits**
viii. Signaling Tone: for signaling that the thermometer is ready to use and the temperature is less than 0.1 o c/16
ix. **Storage temperature:100 cto600 c**
x. Supplier must provide manufactures authorization

11. Haemosets -

i. Must have a blood filter
ii. Must have fluid chamber with graduation is100 mlsto150 mls
iii. Must not leak
iv. Must be sterile
v. Chamber must be clearly labeled
vi. Must be transparent
vii. Must have air and drug inlet
viii. Expiry date must not be2/3 of shelf life
ix. Date of manufacture and Date of Expiry be indicated
x. Must be disposable
xi. Easy to dispense
xii. Must have ownership
xiii. Effective fluid flow regulator
xiv. Sample must be provided.
xv. Single packed
xvi. Supplier must provide manufactures authorization

12. Solusets -

i. Must have fluid chamber with graduation up to150 mls
ii. Must not leak
iii. Must be sterile
iv. Chamber must be of soft material
v. Must be clearly labeled
vi. Must be transparent
vii. Must have air & drug inlet
viii. Expiry dates must not be less than2/3 shelf life
ix. Date of manufacture and Date of Expiry
x. Must be disposable
xi. Easy to dispense
xii. Must have ownership
xiii. Sample must be provided.
xiv. Single packed.
xv. Supplier must provide manufactures authorization

13. Infusion sets

i. Must be sterile
ii. Packaging intact and clearly labeled
iii. Must not leak
iv. Must have air inlet
v. Must be of soft material
vi. Expiry date must not be less than2/3 shelf life
vii. Date of manufacture and Date of Expiry be indicated
viii. Must be disposable
ix. Must be easy to dispense
x. Control button must be well fitting
xi. Single packed.
xii. Sample must be provided.
xiii. Supplier must provide manufactures authorization

14. Blood giving sets

i. Control button must be well fitting
ii. Must be sterile.
iii. Packaging intact and clearly labeled
iv. Must not leak
v. Must not have an air inlet
vi. Must be of soft material
vii. Expiry date must not be less than2/3 shelf life
viii. Date of manufacture and Date of Expiry be indicated
ix. Must have a blood filter
x. Must be disposable
xi. Must be easy to dispense
xii. Inlet lumen should be adequate
xiii. Single packed.
xiv. Sample must be provided.
xv. Supplier must provide manufactures authorization.

15. Specification for latex powder free pre sterile surgical gloves

Sizes required:

(a) 6.0
(b) 6.5
(c) 7.0
(d) 7.5
(e) 8.0

i. Material-Should be natural rubber latex
ii. Colour–Cream; sterile, powder free gloves
iii. Unique micro-textured external surface treatment offers safe and reliable grip of surgical instruments, making them ideal for use as an outer glove when double gloving
iv. Beaded cuff and Durability/Shelf life-From2½years and above applicable at the point of delivery.
v. Package: Properly packed in box of Minimum30-50 Pairs
vi. Should be Beaded cuff glove
vii. Easy Donning with hydrophilic polymer coated in the inner layer of the gloves
viii. Tested and can safely be used across a range of chemotherapy drugs and the other chemicals including form aldehyde
ix. Relaxed hand position with technology that decrease hand fatigue when using gloves and decreased risk of latex allergy
x. The AQL (accepted quality level)0.65
xi. Antiviral that prevents virus and bacteria penetration
xii. Samples-Must be provided in a box of30-50 pairs for evaluation.
xiii. Dispensing- Must be easy to dispense both from the box and pairs.
xiv. Supplier must provide manufactures authorization.

16. Disposable gloves medium size, latex pre-powdered

i. Must be disposable single use.
ii. Must be latex material.
iii. Must be pre-powdered.
iv. Not sterile but clean.
v. Expiry date not less than2/3 of shelf life.
vi. Date of manufacture and Date of Expiry be indicated.
vii. Size as per order.
viii. Sample be provided in box of100 pairs.
ix. Should not tear easily.

x. Must be fitting well.
xi. Must have ownership.
xii. Must have a cuff.
xiii. Must have a good grip.
xiv. Must not have holes.
xv. Supplier must provide manufactures authorization

17. Disposable gloves medium (powdered free/latex free) size

i. Must be of latex free material.
ii. Not sterile but clean.
iii. Expiry date must not less than2/3 shelf life.
iv. Date of manufacture and Date of Expiry.
v. Must have sample of box of100 pairs.
vi. Must be powder free.
vii. Must befitting well with a good grip
viii. Must have ownership
ix. latex free
x. Supplier must provide manufactures authorization

18. Gynecological gloves for maternity Theatre

i. Must be sterile packed in pairs and disposable
ii. They should have long curve of atleast480 mm.
iii. They must be powdered with USP bio absorb able cornstarch.
iv. Micro rough textured surface.
v. Anatomically shaped.
vi. Cream Colour.
vii. Sample must be provided in a box.
viii. Single packed.
ix. Supplier must provide manufactures authorization

19. Work Safety Coverall Disposable Hazmat Suit

Size

i. Must be a hospital PPE.
ii. The product colour and quality must meet user approval before award.
iii. Sample must be provided for evaluation
iv. Brochure must be provided
v. Manufacturers authorization must be provided

a) Small
b) Medium
c) Large
d) X-large
e) XX-large

20. Razor Disposable

i. Must be of plastic material
ii. Must be supplied complete with handles
iii. Blades should be sharp and of stainless steel
iv. Should be for single use

v. Should be soft and smooth with well knitted edges
vi. Expiry date must not be less than2/3 shelf life
vii. Date of manufacture be indicated
viii. Should be in boxes of50 pads
ix. Sample must be provided.
x. Supplier must provide manufactures authorization

21. Trans pore Tape

a) ½''x5 yards
b) 1''x5 yards
c) 2''x5 yards
d) 3"x5 yards

i. Must be properly packed
ii. Must be adhesive on one side
iii. Must be neat and not messy
iv. Size as per order
v. Must have atleast2/3 shelf life
vi. Date of manufacture and Date of Expiry
vii. Adhesive should be strong and durable
viii. Able to be used on moist and dry skin
ix. Should be hypoallergenic
x. Sample must be provided
xi. Supplier must provide manufactures authorization

22. Foleys Catheters 100% silicon.

a . Size6
b . Size8
c . Size10
d . Size12
e . Size14
f . Size16
g. Size18

i. Must be properly packed
ii. Must be100%silicon
iii. Must be neat and not messy
iv. Size as per order
v. Must have atleast2/3 shelf life
vi. Date of manufacture and Date of Expiry
vii. Sample must be provided.
viii. Supplier must provide manufactures authorization

23. Disposable Nurse Caps

i. Must be properly packed pack of100 pcs.
ii. Must be of light quality material
iii. Must be disposable
iv. Must have an elastic all round to secure fitting
v. Free size to fit all
vi. Must behave ownership
vii. Supplier must provide manufactures authorization

24. Disposable surgeon mask

i. Must be3 ply

ii. Must have a nose bridge
iii. Must have4 long tapes
iv. Must be odu or free
v. Package must be intact
vi. Must be easy to dispense
vii. Must be of smooth material
viii. Must be singly packed/folded in boxes of50 Pieces
ix. Sample must be provided
x. Must have ownership
xi. Supplier must provide manufactures authorization

25. Simplastic3 way catheter

a) Size18
b) Size20
c) Size22
d) Size24

i. Must be Sterile
ii. Must be silicone
iii. Expiry date must not be less than2/3 of shelf life
iv. Date of manufacture and expiry dates be indicated
v. Must be three way
vi. Must be easy to dispense
vii. Must have ownership
viii. Sample must be provided
ix. Supplier must provide manufactures authorization

26. Haematuria-3 ways catheter

a) Size18
b) Size20
c) Size22
d) Size24

i. The package must be intact
ii. Must be Sterile
iii. Must be silicon coated (hydro gel coated).
iv. Expiry date must not be less than 2/3 of shelf life
v. Date of manufacture and expiry dates be indicated
vi. Must be three way
vii. Must be easy to dispense
viii. Sample must be provided
ix. Must have ownership
x. Supplier must provide manufactures authorization

27. Transparent IV Cannulae dressing sizes

a) 7 cmx9 cm
b) 6 cmx7 cm
c) 10 cmx14 cm
d) 15 cmx20 cm
e) 10 cmx10 cm
f) 5 cmx5.7 cm

i. Must be sterile

ii. Must be well packed
iii. Must be easy to open
iv. Expiry date must not be less than2/3 shelf life
v. Should be adhering and tissue friendly
vi. Date of manufacture and Date of Expiry
vii. Dressing material must be transparent
viii. Must be a thin film
ix. Must be waterproof
x. Must have ownership
xi. Sample must be provided
xii. Supplier must provide manufactures authorization

28. Cystofix (supra pubic cystostomy catheter kit)

(a) 18 F
(b) 20 Fr

i. Surgical blade
ii. Trochar
iii. C annular/introduce r
iv. Balloon catheter
v. Balloon capacity30 cc
vi. Made of silicone Urine bag
vii. Supplier must provide manufactures authorization

29. Hypafix dressing

a) **2.5cmX10M**
b) **5cmX5M**
c) **5cmX10M**

ii. Must be sterile
iii. Must have ownership
iv. Sample must be provided.
v. Should be skin friendly
vi. Date of manufacture and expiry
vii. Supplier must provide manufactures authorization

30. Postoperative film dressing sizes

a) 15 cmx8 cm
b) 20 cmx10 cm
c) 25 cmx9 cm
d) 35 cmx12 cm.
e) 35 cmx9 cm

i. Must be well packed.
ii. Must be easy to open.
iii. Expiry date must not be less than2/3 shelf life.
iv. Date of manufacture and Date of Expiry
v. Dressing material must be transparent.
vi. Must be a thin film.
vii. Must be waterproof.
viii. Should have a central absorbent strip thick enough to absorb exudate
ix. Single packed
x. Must be sterile
xi. Must have ownership
xii. Sample must be provided
xiii. Supplier must provide manufactures authorization

31. POP Bandages sizes:

a) **Size20 cmx270 cm**
b) **Size15 cmx270 cm**

a. Must have short setting time (3-5 minutes.
b. Powder must be evenly spread on the mesh and not fall when opening the pack.
c. When soaked in water the powder should be retained in the mesh
d. The mesh must be closely interwoven
e. Must not crack after setting
f. Sample must be submitted for testing
    i. Must be white in colour
g. Airtight waterproof
h. Powder must be fine
i. Provide enough sample to be tested with patient to survive a period of2 months
j. Must have atleast2/3 shelf life
k. Date of manufacture and Date of Expiry
l. Size as per order
m. Must be allergen free
n. Sample must be provided
    i. Supplier must provide manufactures authorization

32. Orthopaedic padding sizes

(a) 10 cmx3.6 m
(b) 7.5 cmx3.6 m
(c) 15 cmx 3.6 m

i. Must be soft hypoallergenic material
ii. Low dust emission
iii. Fine trimmed edges
iv. Easy to roll on
v. Properly packaged watertight
vi. Sample must be submitted
vii. Supplier must provide manufactures authorization

33. Closed wound suction unit

a. Size 10 FR
b. Size 12 FR
c. Size 14 FR
d. Size 16 FR
e. Size 18 FR

i. Must be sterile
ii. Must be of plastic material
iii. Must create vacuum when applied
iv. Must have two connecting tubes (inlet and outlet)
v. Must have an on-returning valve
vi. Tubes connected to the patient must be perforated
vii. Must have a sharp stainless-steel introduce r
viii. Item must have atleast2/3 shelf life
ix. Manufacture and Date of Expiry
x. Must be properly packaged
xi. Should be graduated
xii. Samples must be provided
xiii. Must be transparent-Must have ownership

xiv. Supplier must provide manufactures authorization

34. Clamp cut

i. Must be sterile
ii. Package must be sealed and waterproof
iii. Must contain a sharp blade
iv. Must contain a clamp
v. Piston must move freely when pressed
vi. Sample must be provided
vii. Expiry date must be2/3 of shelf life
viii. Date of manufacture and Date of Expiry
ix. Clamp can be securely fastened on to the cord
x. Must contain clear instructions on how it should be used
xi. Supplier must provide manufactures authorization

35. Crepe bandages sizes

a) 2”
b) 3”
c) 4”
d) 6”

i. Elasticity should be firm
ii. should retain size and shape on application
iii. Must be closely woven
iv. Must have a pin
v. Properly packaged
vi. Should have2/3 shelf life
vii. Date of manufacture and Date of Expiry
viii. Order as per the size
ix. Package be intact
x. Samples to be submitted for testing
xi. Must have ownership
xii. Supplier must provide manufactures authorization

36. (a) Twin Irrigation Sets for TUR.

i. Must be sterile
ii. Package must intact
iii. Must be single use
iv. Must have2 spike connectors
v. Must have2 clamps
vi. Must have Y connection
vii. Must have drip chamber
viii. Must have roller clamp or control button
ix. Sample must be provide
x. Must have ownership
xi. Supplier must provide manufactures authorization

(b) Twin irrigation sets for ureteroscopy.

i. Must be sterile.
ii. Package must intact.
iii. Must be single use
iv. Must have2 spike connectors
v. Must have2 clamps
vi. Must have Y connection
vii. Must have drip chamber
viii. Must have a manual pump segment.
ix. Must have roller clamp or control button
x. Sample must be provided
xi. Must have ownership
xii. Supplier must provide manufactures authorization

37. J. J. Stent (pHree COAT)

a) 6 Frx24 cm
b) 6 Frx26 cm
c) 6 Frx12 cm
d) 4.7 FRx20 cm
e) 4.7 FRx24 cm
f) 4.7 FRx26 cm

i. Must be in sterile packaging.
ii. Must have a compatible guide wire
iii. Must have a compatible pusher, which has a radio-opaque identifier.
iv. Must have double open ends.
v. Sample must be provided
vi. Expiry date must not be less than 2/3 shelf life.
vii. Dates of manufacture and expiry be indicated
viii. Sample must be provided
ix. Must have ownership
x. Supplier must provide manufactures authorization

38. Open end Ureteral catheter.

a) 5 FR
b) 6 FR

i. Open end catheter
ii. Luer lock adaptor or equivalent
iii. Radio opaque identifier.
iv. Sterile package
v. Expiry date must not be less than 2/3 shelf life.
vi. Flexible tip.
vii. Dates of manufacture and expiry be indicated
viii. Material used hydrophilic coating
ix. Sample must be provided
x. Must have ownership
xi. sample must be provided
xii. Supplier must provide manufactures authorization

39. Ureteral Access Sheath.

a) 10/12 x25 cm
b) 10/12 x35 cm
c) 10/12 x45 cm
d) 11/13 x35 cm

e) 11/13 x45 cm
f) 12/14 x35 cm
g) 12/14 x45 cm.

i. Reinforced sheath.
ii. Hydrophilic coating.
iii. Radio opaque marker.
iv. Dil at or tip.
v. Sterile packaging
vi. Brochure should be provided
vii. Must have ownership
viii. Supplier must provide manufactures authorization

40. (a) Hybrid guide wire

i. 0.035 to.038 x150 cm
ii. Triton Alloy.
iii. PT FE Coated Shaft.
iv. Hydrophilic floppy tip.
v. Flexible proxima l tip.
vi. Sample must be provided
vii. Supplier must provide manufactures authorization

(b) Hydrophilic guide wire.

i. 0.35 to.038 x150 cm.
ii. N it in ol core wire.
iii. Hydrophilic coating.
iv. Floppy tip.
v. Flexible proxima l end.
vi. Sample must be provided.
vii. Supplier must provide manufactures authorization.

41. Stone retrieval basket.

(a) Helical Basket

i. N it in ol basket.
ii. Spring loaded sheath.
iii. 1.8 fr,1.9 frx120 cm
iv. Zero tip.
v. Must be sterile.
vi. Sample must be provided.

(b) NG age stone retrieval basket.

i. 1.7 to1.9 fr x115 to 120 cm
ii. Sample must be provided
iii. Supplier must provide manufactures authorization

42. (a) High frequency cable compatible with Karl Storz Auto con3
(b) High frequency cable compatible with Olympus sur gi master system

i. Sample/brochure must be provided.
ii. Supplier must provide manufactures authorization

43. Reusable Laser Fibres.

(a) 230 imx300 cm
(b) 365 imx300 cm

(c) 600 imx300 cm

i. Sample must be provided
ii. Supplier must provide manufactures authorization

44. Lubricating gel tubes.

i. Sample must be provided
ii. Supplier must provide manufactures authorization

45. Nelaton Catheters

a) 14 frx40 cm.
b) 16 frx40 cm.

i. Must be sterile.
ii. Packaging intact and clearly labeled.
iii. Expiry date must not be less than2/3 shelf life.
iv. Date of manufacture and Date of Expiry be indicated.
v. Single packed.
vi. Sample must be provided.
vii. Supplier must provide manufactures authorization.

46. Disposable Urology drapes

i. Folded and packaged for easy, aseptic application
ii. All-in-one solutions are easy for one person to drape
iii. Integrated fluid collection pouch for effective fluid management
iv. Fabric that is resistant to tearing, strikethrough and abrasion
v. Impermeable materials help prevent microbial transfer
vi. Provides secure attachment for lines and tubes
vii. Drape Pack with Leggings
viii. Absorbent throughout entire drape
ix. Maximum Rating for flame resistance
x. Low lint generation to reduce the risk of airborne bacterial transmission
xi. Fabric reinforcement to control fluid run-off
xii. Must be sterile
xiii. Packaging intact and clearly labeled
xiv. Expiry date must not be less than2/3 shelf life
xv. Date of manufacture and Date of Expiry be indicated
xvi. Single packed.
xvii. Sample must be provided.
xviii. Supplier must provide manufactures authorization

47. Bipolar/saline TUR Electrodes compatible with Karl Storz24/26 double stem re sec to scope.

a) Cutting loop.
b) Vaporization electrode (Karl Storz)
c) Coagulation electrode; pointed.
d) Special Bladder cutting loops.

i. Sample must be provided
ii. Supplier must provide manufactures authorization

48. Bipolar/saline TUR Electrodes compatible with Olympus24/26

- **a)** Surgmaster 30-degree loop
- **b)** Surgmaster 12-degree loop.
- **c)** Surgmaster roller electrode.
- **d)** Surgmaster vaporizer electrode.
- **e)** Surgmaster oval button electrode.
- **f)** Surgmaster Enucleation electrode.

i. Supplier must provide manufactures authorization

ii. Brochure should be provided

49. Urethrotome.

- **a)** Sasche type Compatible with Olympus.
- **b)** Sasche type Compatible with Karl Storz
- **c)** Semicircular type Compatible with Olympus. Single stem
- **d)** Semicircular type Compatible with Karl Storz single stem

i. Brochure should be provided

ii. Supplier must provide manufactures authorization

50. Bugbee electrode Compatible with Karl Storz

i. Should be made of stainless steel and PTFE.
ii. Should be supplied in a sterile peel-open pack
iii. For Single use only.
iv. Packaging intact and clearly labeled
v. Expiry date must not be less than2/3 shelf life
vi. Date of manufacture and Date of Expiry be indicated
vii. Single packed.
viii. Sample must be provided.
ix. Supplier must provide manufactures authorization

51. TUR Electrode for prostate compatible with Karl Storz system

(a) Cutting loop24 FR, single stem (mono polar electrode)
(b) Hot B NI knife
(c) Roller balls

- **i.** Sample must be provided for each of the above
- **ii.** Ownership
- **iii.** Sterile package
- **iv.** Expiry date must not be less than 2/3 shelf life.
- **v.** Flexible tip.
- **vi.** Dates of manufacture and expiry be indicated
- **vii.** Material used hydrophilic coating
- **viii.** Sample must be provided
- **ix.** Must have ownership
- **x.** Supplier must provide manufactures authorization

52. Skin grafting blades

i. Metallic stainless steel
ii. Blade should fit well into the handle
iii. Must be sterile
iv. Must be single use
v. Easy to dispense

vi. Properly packaged
vii. Expiry date must not be less than2/3 shelf life
viii. Date of manufacture and date of expiry
ix. Sample should be provided.
x. Must have ownership
xi. Supplier must provide manufactures authorization

53. Celestine Tubes

i. Must be sterile
ii. Latex material
iii. Should have enclosed literature
iv. Easy to dispense
v. Expiry date not less than2/3 shelf life
vi. Date of manufacture
vii. Date of Expiry be indicated
viii. Must have ownership
ix. Supplier must provide manufactures authorization

54. Protective Overshoe Cover

i. Disposable waterproof shoe cover
ii. Quality polythene material
iii. Free size with elastic band to allow fitting in all sizes of shoes
iv. Colour: blue or white
v. Quality workmanship on the item
vi. Sample should be submitted.
vii. Must have a pack of 100 pcs
viii. Supplier must provide manufactures authorization

55. Tracheotomy tubes (Plain)

Sizes:

a) 3.0 mm
b) 3.5 mm
c) 4.0 mm
d) 4.5 mm
e) 5.0 mm
f) 5.5 mm
g) 6.0 mm
h) 6.5 mm
i) 7.0 mm
j) 7.5 mm
k) 8.0 mm

i. Must have a radio opaque line
ii. Must not have a cuff.
iii. Must be made of PVC material
iv. Package must be intact
v. Must be sterilized using ethylene oxide gas
vi. Must have graduation masks to guide on depth during insertion
vii. Must have a universal connector for the
viii. Ambubag or catheters mount
ix. Must be implant tested
x. Item must have atleast2/3 shelf life
xi. Date of manufacture and Date of Expiry

xii. Must have ownership
xiii. Sample must be submitted
xiv. Supplier must provide manufactures authorization

56. Tracheostomy Tubes Cuffed

a) 6.0 mm
b) 6.5 mm
c) 7.0 mm
d) 7.5 mm
e) 8.0 mm
f) 8.5 mm

i. Must have a cuff
ii. Must have a radio opaque line
iii. Must be made of PVC
iv. Must be sterilized with ethylene oxide gas
v. Package must be intact
vi. Must have graduation marks
vii. Must have a universal connector for am bu bag
viii. Must be implant tested
ix. Must have ownership
x. Must be of port ex material
xi. Item must have atleast2/3 shelf life
xii. Date of manufacture and Date of Expiry
xiii. Sample must be submitted
xiv. Supplier must provide manufactures authorization

57. Thoracic catheters

a) FG.6
b) FG.8
c) FG.10
d) FG.12
e) FG 16
f) FG.20
g) FG.22
h) FG 24
i) FG 26
j) FG 28
k) FG 30
l) FG 18

i. Must be of port ex material.
ii. Must be firm yet soft.
iii. Must have radio opaque lines and graduated.
iv. Properly packed and intact.
v. Must be sterile.
vi. Easy to peel.
vii. Item must have atleast2/3 of shelf life.
viii. Date of manufacture and Date of Expiry.
ix. Sample to be provided.
x. Must have ownership.
xi. Supplier must provide manufactures authorization

58. Yanker tubing for suction machine) with pre-attached handle

i. Should be non-toxic.
ii. Sterile.
iii. Single channel blood pressure set
iv. Ownership.
v. Connecting tubes with handle.
vi. Easy to peel
vii. Length of tubing should be3 meters
viii. Sample should be provided and compatible with the suction bottles in theatre
ix. Should be clear in colour
x. Manufacture and expiry date
xi. Supplier must provide manufactures authorization

59. Tracheostomy dressing

i. Sterile
ii. Single packed
iii. Easy to peel
iv. Absorbent
v. Hydro cellular foam
vi. Sample must be provided
vii. Manufacturing and expiry date
viii. Supplier must provide manufactures authorization

60. Suction machine bottles

i. 2 litre jar
ii. Jar should be clear
iii. Jar should be graduated
iv. Jar should have fitting hooks to the lid
v. Fastening rubber between the jar and the lid
vi. Jar should have a handle
vii. The lid should have a suction pot and a vacuum pot
viii. Sample must be provided
ix. Supplier must provide manufactures authorization

61. Opsite Spray Dressing

i. 100 ml bottles.
ii. Quick and easy to apply.
iii. Expiry date must be indicated.
iv. Instructions for use.
v. Ownership.
vi. Sample must be provided.
vii. Supplier must provide manufactures authorization.

62. Disposable Surgeons caps

i. Must be properly packed.
ii. Must be of light quality material
iii. Must be disposable
iv. Must have tapes to secure fitting
v.

63. Respirator N95 Masks -.

i. Must have user instructions.

ii. In a packet of10.
iii. Must have filter media.
iv. Soft inner Layer/soft against face.
v. Must have cool flow value.
vi. Must have comfort elastic tapes.
vii. Comfort to wear.
viii. Should not have components made from natural rubber latex.
ix. Must have ownership.
x. Expiry date must not be less than 2/3 shelf life.
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization.

64. Disposable plastic aprons material

i. Should be Embossed polythene material
ii. Should be40 inches wide folded into two
iii. Should be a roll of twenty five kg
iv. Should have a strong texture
v. Should be green in colour
vi. A sample of one (2) meters must be submitted for evaluation

65. Adhesive postop dressing with highly absorbent pad

i. Sterile
ii. Ownership
iii. Easy to peel
iv. Small, medium and large sizes
v. Manufacturing and expiry date
vi. Supplier must provide manufactures authorization

66. **Dermacarrias**

a. 1:15
b. 1:2
c. 1:3

i) Must be sterile in sterile pack with no stick on labels
ii) Symmetric V-shaped groove pattern
iii) Length range20-30 cm
IV) Compatible with A escu lap and Zimmer Mashers
v) Sample must be provided for evaluation
vi) Should have manufacture and Expiry dates
vii) 2/3 Shelf life at delivery
viii) Must have ownership
ix) Must have ownership
x) Manufacturers authorization must be provided

67. N-95 Particulate Respirator

a. Must bean N-95 particulate respirator
b. Should be fluid resistant
c. Must have a cup-shape from the nose and mouth for comfort and protection (provide tight face-seal).
d. Should have double head straps designed for comfort.
e. And provide a tight face-seal for maximum protection.
f. The outside countered nose piece should provide improved face fit with comfort quantity50 pieces.
g. The sample must be provided

h. Supplier must provide manufactures authorization

68. Adhesive Securing Tape (sleek)

a. Size7.5 cmx5 m
b. Waterproof tape
c. Sample must be provided
d. Supplier must provide manufactures authorization

69. Disposable Speculum s for Cervical Cancer Screening

a) Large
b) Medium
i. Must besides crew type.
ii. Must be sterile.
iii. Must have a fine finish.
iv. Sample must be provided.
v. Must have ownership.
vi. Must be single use.
vii. Date of manufacturing and expiring.
viii. Supplier must provide manufactures authorization.

70. Double Barrel Tracheostomy Tube

a) Size6.5
b) Size 7.5
c) Size 8.0
i. Must be sterile
ii. Size as per order
iii. Must have ownership
iv. Easy to dispense
v. Sample must be provided
vi. Date of manufacturing and expiry
vii. Supplier must provide manufactures authorization

71. Universal drape set with mayo table cover

a. Must be sterile and disposable.
b. Must have4 towels
c. Must have one (1) a plain drape operating table wrap/ cover of atleast150 cmx180 cm
d. Must have one (1) Mayo/Instrument Stand cover PE film of atleast80 cmx145 cm
e. Must have atleast two (2) side drapes of75 cmx100 cm
f. Must have one (1) bottom/foot drape of175 cmx180 cm
g. Must have one (1) top/head drape of 150 cmx240 cm
h. Must have operating room Adhesive tape
i. Method of sterilization must be clearly indicated
j. Must be free from holes, punctures and tear
k. Must have effective absorption helping to maintain a dry working area.
l. Must have flexible and comfortable adhesive edges allowing for effective draping of all contours of the body.
m. Must have stretch able adhesive edges to maintain a secure seal.
n. Adhesive must provide a secure and strong seal even when in contact with excessive fluid.
o. 100%Impermeable (waterproof) materials providing optimal patient safety.
p. Package must be intact and well done.

q. Durability/Shelf life: From3 years and above applicable at the point of delivery
r. Must have manufacturers authorization
s. Must present at least one sample for evaluation
t. Safety: Certification on manufacturers' conformation to safety standards of the product is required
u. Must be easy to dispense to avoid contamination

72. Specification for C-section drape set with mayo table cover

a. Must be sterile and disposable.
b. Must have4 towels
c. Must have one (1) a plain drape operating table wrap/cover of atleast150 cmx180 cm
d. Must have one (1) Mayo/Instrument Stand cover PE film of atleast80 cmx145 cm
e. Must have a C-section drape of at least225 cmX320 cm
f. The C-Section drape must have a hole/opening
g. The C-Section drape should come with a fluid collection pouch with opening incision film and drainage port
h. Must have at least one surgical drape/baby sheet of100 cmx150 cm
i. Method of sterilization must be clearly indicated
j. Must be free from holes, punctures and tear
k. Must have effective absorption helping to maintain a dry working area..
l. 100%Impermeable (waterproof) materials providing optimal patient safety.
m. Package must be intact and well done.
n. Durability/Shelf life: From3 years and above applicable at the point of delivery
o. Must have manufacturers authorization
p. Must present at least one sample for evaluation
q. Safety Certification on manufacturers 'conformation to safety standards of the product is required
r. Must be easy to dispense to avoid contamination

73. A. Disposable surgeon gowns (reinforced)

a) Medium (M)
b) Large (L)
c) Extra Large (XL)
d) Extra Extra Large (XXL)

i. Must be sterile and disposable
ii. Material must be soft and non-woven textile
iii. Must be fluid repellent
iv. Must have bacteria and fluid proof interior reinforcement made of PE film
v. Should have breathable sleeves
vi. Must provide optimal staff safety.
vii. Each gown to be supplied with atleast two (2) towels
viii. Each gown to be supplied with over wrap
ix. Durability/Shelf life: From2½years and above applicable at the point of delivery
x. Must have manufacturers authorization
xi. Samples of the sizes being offered must be provided for evaluation.
xii. Safety: Certification on manufacturers' conformation to safety standards of the product is required.
xiii. Full size length.
xiv. 35-37 grams.
xv. Must be easy to dispense to avoid contamination.

xvi. The sizes as per the schedule of the requirements.

(b) Disposable surgeon gowns (un reinforced)

a) Medium (M)

b) Large (L)

c) Extra Large (XL)

d) Extra Extra Large (XXL)

i. Must be sterile and disposable

ii. Material must be soft and non-woven textile

iii. Must be fluid repellent

iv. Must have bacteria and fluid proof interior reinforcement made of PE film

v. Should have breathable sleeves

vi. Must provide optimal staff safety.

vii. Each gown to be supplied with atleast two (2) towels

viii. Each gown to be supplied with over wrap

ix. Durability/Shelf life: From2½years and above applicable at

x. the point of delivery

xi. Must have manufacturers authorization

xii. Samples of the sizes being offered must be provided for evaluation

xiii. Safety: Certification on manufacturers' conformation to safety standards of the product is required.

xiv. Full size length

xv. 35-37 grams

xvi. Must be easy to dispense to avoid contamination

xvii. The sizes as per the schedule of the requirements

74. Specification for disposable Scrub Suits

a) Medium (M)

b) Large (L)

c) Extra Large (XL)

d) Extra Extra Large (XXL)

i. Must be un sterile

ii. Must be made of non-woven material

iii. Material must be soft and comfortable for wear

iv. Colour: Green /blue

v. The shirts must have3 pockets

vi. The shirts should be short sleeved

vii. The shirts must have press studs

viii. Trousers must have two back pockets

ix. Trousers must have tie waists

x. Must have manufacturers authorization

xi. Bidders must present samples of

75. Specifications of Theatre Operating Boots

a. Should be made from Lightweight PVC material

b. Should have non-marking soles

c. Washable to atleast50°C

d. Colour: White

e. Type-Anti static Boots

f. Should be Unisex Half Boots
g. Two Pairs of samples to be presented
h. Information on sizes will be communicated to the supplier by the department.
i. Supplier must provide manufactures authorization

76. Specification of Theatre clogs

a. Should have sole with high slip resistance
b. Material–should be washable at40°C
c. Should be anti static
d. Should be anti-bacteria, anti-fungus and anti-mould.
e. Should have heel insert
f. Should absorb energy
g. Should be waterproof
h. Should have no perforation
i. Colours: White.
j. Two Pairs of samples to be presented
k. Information on sizes will be communicated to the supplier by the department
l. Supplier must provide manufactures authorization

77. Face Mask with full face shield for theatre

a. Should be a full-facemask.
b. Should provide splash protections against exposure to blood-borne pathogens
c. Should be3 ply with an in-built shield attached on the upper side
d. Must have tying tape
e. Must have an optical clear Shield
f. Should be conclave
g. Must befog free
h. Extremely lightweight
i. Sizes: medium, large, extra large
j. Samples must be provided in box for evaluation
k. Must be easy to dispense
l. Supplier must provide manufactures authorization

78. Amnicot

i. Must be of latex material
ii. Condom free size
iii. Hook at the tip which must be sharp and of standard size
iv. Must be sterile
v. Package be intact
vi. Expiry date must be2/3 shelf life
vii. Date of manufacture and Date of Expiry
viii. Sample must be provided

79. Camera drapes

a. Must be a sterile package
b. Should be waterproof
c. Must have manufacturers authorization
d. Must have shelf life of2 years applicable to time of delivery
e. Must have date of manufacturing and expiring
f. Should be zigzag fold in size15 cmx279 cms
g. Sample to be provided for evaluation

80. Surgical clipper with pivoting head with charger

a. Ownership.
b. Easy to maneuver.
c. Universal for body and head hair removal.
d. Literature in English.
e. Sample provided.
f. Must have shelf life of2 years applicable to time of delivery.
g. Must have date of manufacturing and expiring.
h. Sample to be provided for evaluation.
i. Supplier must provide manufactures authorization.

81. Single use blades for surgical clippers with pivoting head

a. Ownership.
b. Must be sterile.
c. Must be compatible with clippers.
d. Acceptable package.
e. Sample must be provided.
f. Single use.
g. Literature in English.
h. Must have shelf life of2 years applicable to time of delivery.
i. Must have date of manufacturing and expiring.
j. Sample to be provided for evaluation.
k. Supplier must provide manufactures authorization.

82. a) Disposable Scrubbing Brushes with povidone iodine

a. Should be surgical scrub brushes with sponge
b. Should have an active in gradient:13%p ovid one iodide–minimum available iodide1%
c. Should be sterile and for single use.
d. Directions for use should be given.
e. Must have shelf life of2 years applicable to time of delivery
f. Must have date of manufacturing and expiring.
g. The items should be friendly to the skin.
h. The product should generate enough lather for scrubbing
i. Five5 samples must be provided for evaluation, four (4) of which must be tested during theatre procedure and evaluation report generated
j. Must have manufacturers authorization

82. **b) Disposable Scrubbing Brushes with chlorohexidine gluconate**

i. Should be surgical scrub brushes with sponge
ii. Should have an active in gradient:4%chlorohexidinegluconate
iii. Should be sterile and for single use.
iv. Directions for use should be given.
v. Must have shelf life of2 years applicable to time of delivery
vi. Must have date of manufacturing and expiring.
vii. The items should be friendly to the skin.
viii. The product should generate enough lather for scrubbing
ix. Five5 samples must be provided for evaluation, four (4) of which must be tested during theatre procedure and evaluation report generated

x. Must have manufacturers authorization

83. Reusable linear stapler

To be availed in:

a) Small Cutter – 55mm-60mm stapler supplied with compatible reloads
b) Small Cutter – 55mm-60mm stapler reloads
c) Large Cutter – 75mm – 80mm stapler supplied with compatible reloads
d) Large Cutter – 75mm – 80mm stapler reloads

i. Made of Stainless Steel.
ii. Sterilization:-by autoclaving.
iii. Can be used up to minimum of150 firing s.
iv. The suppliers to provide brochures/user manual.
v. Each to be supplied with compatible Reloads
vi. The reloads should have at least3 years expiring period applicable at the delivery
vii. Sample to be provided for evaluations
viii. Supplier must provide manufactures authorization
ix. Reusable linear stapler-Small and large Cutters reloads must be sterile for single use

84. Decontamination Gluterylaldehide OPA Containers

a) Decontamination Gluterylaldehide OPA Containers

i. Containers-16.5 inches X11.5 inches x2.5 inches
ii. Sample and brochure to be provided for evaluation

b) Decontamination Gluterylaldehide OPA Containers

i. Containers-503 mmx186 mm
ii. Sample and brochure to be provided for evaluation

c) Decontamination Gluterylaldehide OPA Containers

i. Containers740 mmx220 mm
ii. Sample and brochure to be provided for evaluation.
iii. Supplier must provide manufactures authorization.

. 85. **Disposable pediatric surgical Blankets compatible with Bayer Hager machine in KNH Theatres**

i. Uninflected dimension:Lenth-41 inch, Width-25 Inch
ii. Inflated Dimensions: Length-22Inch, Width -35Inch
iii. Package- 12pcs per packet
iv. should have at least 3 years expiring period applicable at the delivery
v. Samples and brochure to be provided for evaluation
vi. Supplier must provide manufactures authorization

ITEMS 86-91 TO BE COMPATIBLE WITH FORCETRIAD ENERGY SERIES CURRENTLY IN KNH THEATRES

86. Laparoscopic Vessel Sealer Tissue Cutters

a. 37 cm length,-5-mm Laparoscopic Vessel Sealer Tissue Cutter
b. Must be sterile and disposable
c. Must be compatible
d. Sample and Brochure to be provided for evaluation

e. Expiry date not less than2/3 shelf life
f. Date of manufacture and Date of Expiry
g. Must be compatible to Force Triad energy series equipment currently in K NH theatres
h. Supplier must provide manufactures authorization

87. Vessel Sealer Tissue Cutters for Open Surgery

i) 23 cm length,-5 mm Laparoscopic Vessel Sealer Tissue Cutters for Open Surgery
ii) Must be sterile and disposable
iii) Must be compatible
iv) Sample and Brochure to be provided for evaluation
v) Expiry date not less than2/3 shelf life
vi) Date of manufacture
vii) Must be compatible to Force Triad energy series equipment currently in KNH theatres
viii) Supplier must provide manufactures authorization

88. Maryland short vessel sealer/cutter

a. 23 cm length,5 mm Mary lan short vessel sealer/cutter
b. must be sterile and disposable
c. Must be Compatible
d. sample and Brochure to be provided for evaluation
e. Date of manufacture
f. Expiry date not less than2/3 shelf life
g. must be compatible to Force Triad energy series equipment currently in K NH theatres
h. Supplier must provide manufactures authorization

89. Vessel Sealer-Small Jaw

a. Sample and Brochure to be provided for evaluation
b. Must be sterile and reusable
c. Must be Compatible
d. Date of manufacture
e. Expiry date not less than2/3 shelf life
f. Must be compatible to Force Triad energy series equipment currently in K NH theatres
g. Supplier must provide manufactures authorization
h.

90. Advanced bipolar tissue sealer for laparoscopic surgery

a. 5 mm,45 cm length, curved tip, for dissecting and sealing, secure sealing of vessels up to and Including7 mm with adaptive tissue technology
b. sample and Brochure to be provided for evaluation
c. Date of manufacture and Date of Expiry
d. must be compatible to Force Triad energy series equipment currently in KNH theatres
e. Supplier must provide manufactures authorization

91. Advanced bipolar tissue sealer for open surgery

a. 20 cm shaft length,38 mm jaw length, and 360-degree shaft rotation, with adaptive tissue technology.
b. sample and Brochure to be provided for evaluation
c. Date of manufacture and Date of Expiry
d. must be compatible to Force Triad energy series equipment currently in K NH theatres
e. Supplier must provide manufactures authorization

92. Titanium Linear cutter

i) 75 mm length, for regular, regular/thick. Thick tissue, cut leg th78 mm, selectable staple height,

staple length81 mm with a maximum of 12 firing s.

ii) Sample and Brochure to be provided for evaluation.

iii) Date of manufacture and Date of Expiry.

iv) Must be compatible to Force Triad energy series equipment currently in K NH theatres.

v) Supplier must provide manufactures authorization.

93. Linear Cutter Reloads

a. For regular, regular/thick, thick tissue, to have selectable closed staple height of1.5-1.8-2.0 mm, wire diameter 0.23 mm & open height of 4.4 mm.
b. Sample and Brochure to be provided for evaluation
c. Manufactures authorization
d. Date of manufacture and Date of Expiry
e. Must be compatible to Force Triad energy series equipment currently in K NH theatres
f. Supplier must provide manufactures authorization

94. Ultrasonic Shears for Laparoscopic Surgery

a. 5 mm shaft diameter. Shaft length of36 mm.
b. To have a maximum & minimum hand activation button. Secure sealing of vessels up to and including 7 mm diameter and lymphatics.
c. Sample and Brochure to be provided for evaluation.
d. Date of manufacture and Date of Expiry.

95. Nitrile Skin Examination Gloves–Medium Size

a. Should be un sterile and a single use protective glove.
b. Type: Should be powder free-latex free gloves.
c. Should be resistance to blood–borne pathogens.
d. Should be resistant to permeation by chemicals.
e. Colour: should be coloured to differentiate them from latex gloves
f. Packaging: one small packet to have100 pieces.
g. Must have shelf life of2 years applicable to time of delivery
h. Must have date of manufacturing and expiry.
i. Sample to be provided for evaluation.
j. Must be easy to dispense.
k. Supplier must provide manufactures authorization.
l.

96. (a) Adult Convex Colostomy Bag

a. Should be well fitting and easily applicable
b. Must have adhesive base plate that should not allow any Leakages
c. Bags should be single use
d. Package should be intact
e. Expire date should not be less than2/3 ofits shelf life
f. Date of manufacture and Date of Expiry
g. Must a convex hydro colloid base plate
h. Base plate must be between40-100 mm in size.
i. Odour proof with a charcoal filter.
j. Must have a cut to fit base plate.
k. sample must be provided
l. Supplier must provide manufactures authorization

m. Must have ownership.
n. The back of the pouch must be transparent.

b) Paediatric Convex Colostomy Bag

i. Should be well fitting and easily applicable.
ii. Must have adhesive base plate that should not allow any Leakages.
iii. Bags should be single use.
iv. Package should be intact.
v. Expire date should not be less than2/3 of its shelf life.
vi. Date of manufacture and Date of Expiry.
vii. Must a convex hydro colloid base plate.
viii. Size as per order.
ix. Odour proof with a charcoal filter.
x. Must have a cut to fit base plate.
xi. Sample must be provided.
xii. Supplier must provide manufactures authorization.
xiii. Must have ownership.
xiv. The back of the pouch must be transparent.
xv. Base plate must be between10-35 mm in size.

97. Gun Thermometer

a. Should have precise non-contact measurement
b. Black light LCD display
c. Memorization of the last32 measurements
d. Response time under1 second.
e. Measurable temperature in Celsius
f. Sample must be provided.
g. Supplier must provide manufactures authorization.

98. Needles adaptors for IV Cannulae with swab caps

a. Sterile
b. Ownership
c. Should have a flow rate at gravity
d. Adaptor should fit to the cannulae
e. Manufacture and expiry date
f. Sample must be provided
g. Must be easy to dispense
h. Supplier must provide manufactures authorization

99. Automatic Biopsy Gun and Needles

(a) Gun requirements

i. Should be reusable system.
ii. Single use.
iii. Should feature one–handed cocking and a choice of two penetration depth
iv. Penetration depths election of15 mmand22 mm
v. Should non-roll handle design
vi. A brochure and a sample must be provided
vii. Ownership
viii. Supplier must provide manufactures authorization

(b) Needles requirements

i. Single packed
ii. Sterile and single use
iii. Ownership
iv. Date of manufacture and expiry
v. Needle sizes:
vi. Samples must be provided compatible with the automatic gun requested (item No.114(a)

(i) Breast Core Biopsy Needles

a) 14 Gx 10 cm
b) 16 Gx10 cm

(ii) Tru-Cut Prostate Needles

i. 18 Gx20 cm
ii. 16 Gx 20 cm

100. Lubricant oil sprays for surgical drills devices

a. Ownership.
a. Sample must be provided.
b. Supplied in a400-500 ml can.
c. Should have a dispensing nozzle.
d. Supplier must provide manufactures authorization.

101. Surgical skin preparation solution

a. Must have iodine povicrylex0.7 and isopropyl as active ingredient
b. Sterile
c. Ownership
d. Manufacturing and expiry date
e. Easy to peel
f. Sample must be provided
g. Single packed
h. Preparation solution26 ml
i. Supplier must provide manufactures authorization

102. (a) Oxygen facemask for Adult

a. Must be a face mark with adjustable elastic straps
b. Must be single pack
c. Should have an anatomical design to provide tighter seal
d. Latex free elastic straps
e. Sample must be PVC material
f. Must have ownership
g. Sample must be provided
h. Should have a mask connector tubing approx.4 metres
i. Supplier must provide manufactures authorization

(b) Oxygen facemask for pediatrics

i. Must be a face mark with adjustable elastic straps
ii. Must be single pack.
iii. Should have an anatomical design to provide tighter seal.
iv. Latex free elastic straps.
v. Sample must be PVC material.
vi. Must have ownership.
vii. Should have a mask connector tubing approx.4 meters.

viii. Semi Permi able waterproof wound dressing with silver (quantities5000)
ix. Must be sterile.
x. Must have ownership.
xi. Size9 cmx35 cm.
xii. Easy to dispense.
xiii. Date of manufacturing and expiry
xiv. Sample must be provided, printed not stick on labels
xv. Supplier must provide manufactures authorization.

(c) Oxygen facemask for Neonates

i. Must be a face mark with adjustable elastic straps.
ii. Must be single pack.
iii. Should have an anatomical design to provide tighter seal.
iv. Latex free elastic straps.
v. Sample must be PVC material.
vi. Must have ownership.
vii. Should have a mask connector tubing approx.4 meters.
viii. Semi Permeable waterproof wound dressing with silver (quantities5000.
ix. Must be sterile.
x. Must have ownership.
xi. Size9 cmx35 cm.
xii. Easy to dispense.
xiii. Date of manufacturing and expiry.
xiv. Sample must be provided, printed not stick on labels.
xv. Supplier must provide manufactures authorization.

103. Absorbent Dressing Pads

a) **10 cmx10 cm**
b) **20 cmx20 cm**

i. Must be sterile.
ii. Easy to open.
iii. Pads should be smooth.
iv. Pack of10 pieces.
v. Date of manufacture and expiry.
vi. Sample must be provided, printed not stick on labels.
vii. Supplier must provide manufactures authorization.

104. Transparent film dressing with absorbent pad

a) **Size10 x30 cm**
b) **Size20 x40 cm**

i. Must be sterile
ii. Must be well packed
iii. Must be easy to open
iv. Must have ownership
v. Sample must be provided
vi. Date of manufacturing and expiring
vii. Sample must be provided, printed not stick on labels
viii. Supplier must provide manufactures authorization

105. Paraffin Gauze with chlorohexidine.

a) **Size-10 cmx 10 cm**

b) Size-10 cmx40 cm

i. Must be sterile.
ii. Must have ownership.
iii. Easy to dispense.
iv. Must be intact.
v. Manufacture and expiry date.
vi. Should contain paraffin with0.5%chlo rohe xi dine.
vii. Sample must be provided, printed not stick on labels.
viii. Supplier must provide manufactures authorization.
ix. Must have atleast2/3 shelf life at the time of delivery.

106. Alcohol Swabs

a. Must be sterile.
b. Pack of 100 pieces.
c. Isopropyl alcohol70%, non-woven.
d. Must be4 cmby4 cm.
e. Must have ownership.
f. Supplier must provide manufactures authorization

107. Monsel paste /gel

a. Should be in an opaque container to avoid waste due to evaporation.
b. Should be8 ml bottles.
c. Supplier must provide manufacturers authorization.

108. Silver nitrate sticks

a. Should be75%silver nitrate and25%potassium nitrate.
b. Plastic applicator for flexibility.
c. 6 inches (15 cms).
d. Supplier must provide manufactures authorization.

109. Pipelles

a. Endometrial suction curettes
b. 3.1 mmOD
c. Flexible
d. Supplier must provide manufactures authorization

110. Loops for LEEP procedure sizes

a) 10 mmx10 mm loop
b) 20 mmx8 mm loop
c) 20 mmx10 mm loop
d) 20 mmx15 mm loop

i. Sample should be provided.
ii. Supplier must provide manufactures authorization.

111. **Paediatric Bill band (Photo therapy Eye Shield)**

a. Remains secure in place with Y-shaped design which allows photo therapy light to reach the baby's head.
b. Should conform to any head shape with elastic properties of the headband and the hook and latch

fastening device.

c. Should have a special eye-pad material that blocks harmful lights to eyes.
d. Should be safe and comfortable.
e. Soft, padded eye shields with cute sunglasses design.
f. Ocular pockets designed for patient comfort and safety.
g. Must be individually packed in disposable transparent packing that is easy to peel.
h. Must be single use.
i. Must have manufacture and expiry date clearly indicated on the package.
j. Must have expiry date not less than2/3 of its shelf life.
k. The packages should be intact
l. Must have ownership

112. Sterile surgical gloves–Latex free, powder free

Sizes required

a) 6.0
b) 6.5
c) 7.0
d) 7.5
e) 8.0

a. Material:-Should be free from natural rubber latex, should be powder free.
b. Colour:-White/natural or yellowish.
c. External Surface: -Should have a micro rough surface
d. Internal Surface: -Synthetic/Artificial coating.
e. Durability/shelf life: -From2½years and above applicable at the point of delivery.
f. Package:-Properly packed in box of Minimum30 pairs.
g. Grip: -The glove should have a good grip (should be self-holding).
h. Comfort ability:-Gloves should be easy to wear and should be comfortable to users.
i. Safety:-Certification on conformation to safety standards of the product.
j. Direction: -Should have instructions on the usage.
k. Contents: -One pair should have2 gloves.
l. Brochure and a sample for each size should be provided for evaluation.
m. Supplier must provide manufactures authorization

113. Bipolar forceps cord reusable 15` (4.6 m)

a. Compatible with two pin connector end

i. Must be compatible to Covedien Machine
ii. Should connect with two pin forceps
iii. Must be reusable
iv. Sample and brochure to be provided for evaluation
v. Supplier must provide manufactures authorization

b. Compatible with one flat connection end tip

i. Must be compatible to Covedien Machine
ii. Should connect with one flat connection end tip
iii. Must be reusable
iv. Sample and brochure to be provided for evaluation
v. Supplier must provide manufactures authorization

114. Bipolar forceps reusable

a. Compatible with two pin bipolar forceps cord end.

i. Must be compatible to Covedien Machine
ii. Should connect with two pin bipolar forceps cord end.
iii. Must be reusable
iv. Sample and brochure to be provided for evaluation
v. Supplier must provide manufactures authorization

b. Compatible with one flat bipolar forceps cord end.

i. Must be compatible to Covedien Machine
ii. Should connect with one flat bipolar forceps cord end.
iii. Must be reusable
iv. Sample and brochure to be provided for evaluation
vi. Supplier must provide manufactures authorization

115.Bayonet Bipolar Forceps-0.7 mm

a. Must have Smooth Tip Bayonet.
b. Must be compatible to Covedien Machine.
c. Must be reusable.
d. Sample and brochure to be provided for evaluation.
e. Supplier must provide manufactures authorization.

115.Bayonet Bipolar Force p scoville–Greenwood-19.7-1.5 mm

a. Must have Smooth Tip Bayonet.
b. Must be compatible to Covedien Machine.
c. Must be reusable.
d. Sample and brochure to be provided for evaluation.
e. Supplier must provide manufactures authorization.

116. Bipolar Forceps-19.1 cm

a. Must have Smooth Tip Bayonet.
b. Must be compatible to Covedien Machine.
c. Must be reusable.
d. Sample and brochure to be provided for evaluation.
e. Supplier must provide manufactures authorization.

117. Patient return electrode cord and clamp reusable15' (4.6 m)

a. Must be compatible to Covedien Machine
b. Sample and brochure to be provided for evaluation
c. Supplier must provide manufactures authorization

118. Cordless Ultrasonic

a. Must be compatible to Covedien Machine
b. Must be reusable
c. Brochure to be provided for evaluation
d. Supplier must provide manufactures authorization

119. (a) Electro surgical hand piece pencil disposable15'(4.6 m)

a. Hand controlled with plate electrode.
b. Button switch.
c. Safety holster.
d. 10 feet cable.
e. Must be compatible to di at her my Machine in K NH operating theatres.

f. Must be three pin.
g. Sample to be provided for evaluation.
h. Supplier must provide manufactures authorization.

(b) Colorado Diathermy tip

i. **Must be compatible with a three-pin electro surgical hand pieces with a diathermy Machine in KNH operating theatres.**

ii. Sample to be provided for evaluation
iii. Supplier must provide manufactures authorization.

121. a. Disposable adult patient return electrode with a cordless plate

i. Cordless, hydrogel , split plate, 150 cm^2
ii. must be disposable
iii. must be compatible to Covedien Machine
iv. should come as pack of cord and plate
v. Sample and brochure to be provided for evaluation
vi. Supplier must provide manufactures authorization

. b. Disposable adult patient return electrode complete with a cord and plate

i. **Must have a cord**, hydrogel, split plate, 150 cm2
ii. Must be disposable
iii. Must be compatible to Covedien Machine
iv. Should come as pack of cord and plate
v. Sample and brochure to be provided for evaluation
vi. Supplier must provide manufactures authorization

122.Disposable infant patient return electrode.

a. Cordless, hydro gel, split plate,9 inch
b. Must be disposable
c. Must be compatible to Cove dien Machine
d. Sample and brochure to be provided for evaluation
e. Supplier must provide manufactures authorization

b. Disposable infant patient return electrode.

i. Must have a cord hydrogel ,split plate, 9 inch
ii. Must be disposable
iii. Must be compatible to Covedien Machine
iv. Sample and brochure to be provided for evaluation
v. Supplier must provide manufactures authorization

123.a) Disposable Neonatal patient return electrode.

a. For patients<2.72 kg.
b. Must be cordless, hydro gel, split plate.
c. Must be disposable.
d. Must be compatible to Cove dien Machine.
e. Sample and brochure to be provided for evaluation.
f. Supplier must provide manufactures authorization.

b)Disposable Neonatal patient return electrode.

i. For patients < 2.72 kg
ii. Must have a cord , hydrogel, split plate
iii. must be disposable
iv. must be compatible to Covedien Machine

v. Sample and brochure to be provided for evaluation
vi. Supplier must provide manufactures authorization

124.Laparoscopic Disposable Trocars & Cannules-10 mm

a. For Laparoscopy use.
b. Must be disposable, sterile and sealed.
c. Ownership.
d. Expiry date not less than2/3 shelf life.
e. Date of manufacture and Date of Expiry.
f. Must be well packed and easy peal.
g. Sample to be provided.
h. Supplier must provide manufactures authorization.

125.Laparoscopic Disposable Trocars &Cann les-12 mm

a. For Laparoscopy use.
b. Must be disposable, sterile and sealed.
c. Ownership.
d. Expiry date not less than2/3 shelf life.
e. Date of manufacture and Date of Expiry.
f. Must be well packed and easy peal.
g. Sample to be provided.
h. Supplier must provide manufactures authorization.

126.Laparoscopic Disposable Trocars & Cannules -2.5 mm

a. For Laparoscopy use
b. Must be disposable, sterile and sealed
c. Ownership
d. Expiry date not less than2/3 shelf life
e. Date of manufacture and Date of Expiry
f. Must be well packed easy peal
g. Sample to be provided
h. Supplier must provide manufactures authorization

127.Laparoscopic Disposable Trocars & Cannules -5 mm

a. For Laparoscopy use
b. Must be disposable, sterile and sealed
c. Ownership
d. Expiry date not less than2/3 shelf life
e. Date of manufacture and Date of Expiry
f. Must be well packed easy peal
g. Sample to be provided
h. Supplier must provide manufactures authorization

128.Patients Identifications Bands

a) Adult

a. Should have the following specifications
b. Must be of non-toxic material
c. Must have a paper insert for writing patient's identification particulars to include:
d. Patients name (give adequate space)
e. IPNO

f. Age
g. Sex
h. Ward
i. Date and time of admission
j. Must be transparent on one side for reading identification particulars
k. Must have buttons for adjusting to fit well in all sizes
l. Sizes as per order
m. Proper packaging (boxof100)
n. Samples must provided in a box for evaluation
o. Must be easy to dispense
p. Supplier must provide manufactures authorization

c) Neonatal

a. Must be of non-toxic material.
b. Must have a paper inserted for writing identification particulars which include name, IP No., sex, birth weight, date of birth.
c. Must be transparent on one side for reading identification particular.
d. Must have buttons for adjusting.
e. Sizes as per order.
f. Proper packaging
g. Sample must be provided

c) Pediatric

a. Must be of non-toxic material.
b. Must have a paper inserted for writing identification particulars which include name, IP No., sex, current weight and date of birth.
c. Must be transparent on one side for reading identification particular.
d. Must have buttons for adjusting.
e. Sizes as per order.
f. Proper packaging.
g. Sample must be provided.

129.Intravenous regulator with intravenous set

a. Must be sterile
b. Giving set of clear colour
c. Fluid control valve or lock
d. Clear graduated regulator
e. Easy to regulate
f. Cleary indicated mark for regulation flow
g. Ownership
h. Instructions for use
i. Graduated regulating figure ranges clearly marked
j. Sample must be provided

130.Reusable patient return electrode cord/clamp

a. Should be compatible with electro surgical generators available in theatre
b. Should be compatible with Co vidi en/Valley lab machine patient return electrodes.
c. Cord Length:15 feet (4.6 m) cord with REM pin connector.
d. Should have a clamp for inserting disposable patient return electrode.
e. Should be single packed.

131.Adult cordless Patient Return Electrode compatible with Covidien/Valley lab electro surgical unit

a. Should have an acrylic adhesive strip on the perimeter to improves electrode-to-patient contact quality while providing a moisture barrier that reduces the chance of fluid invasion
b. Closed-cell foam backing conforming to most patient contours
c. Should have the surface area and a thick layer of Poly he sive Hydro gel that disperses the current, minimizing heat production
d. For use with reusable cord/clamp
e. Latex free

132.Dermatome blades compatible with aessculap cordless battery dermatome in theatre.

a. Must have Ownership.
b. Must be sterile with intact package
c. Size10 x2.5 cm
d. Must have three holes compatible with a escu lap battery dermatomes for assembly
e. Easy to peel.
f. Manufacturing and expiry date with2/3 shelf life at delivery.
g. Sample must be provided without stick on lab les.
h. Supplier must provide manufactures authorization.

133.Linear Cutter

h. Should be between60-80 mmand50-60 mm length
a. Staple design to be3-D
b. Should have selectable staple height
c. Should allow for intermediate locking position for ease of clinical manipulation tissue
d. Should accommodate regular/thick tissue
e. Must have a minimum of10 firing s

134.Ultrasonic Devices

a. The tips should be curved and nonstick
b. Should seal up to and including7 mm blood vessel
c. Shaft diameter should be5 mm
d. The shaft should rotate3600
e. Should be able to coagulate and cut

135.**Skin traction kits**

a) Adult
b) Paediatric

i. Must be woven with cress wise elasticity
ii. Should stick firmly to skin with wrinkling
iii. Edges should not come undone
iv. Spreader should be firmly bonded to plaster
v. Soft form lining
vi. Hypoallergenic material
vii. Traction cords of woven strong material with low friction co-efficient
viii. To include cross woven elastic crepe bandage with clip

136.Vacuum Delivery system (extractor)

h. Sterile
i. Ownership
j. Easy to peal
k. Expiry date
l. Latex free

m. Must have marking indicators for vacuum, safety and danger
n. Easy to press
o. Must have a vacuum release r
p. The cap should be firm and soft
q. Instruction for use
r. Sample must be provided

137.Nephrostomy drainage bags

a. Reusable bags
b. Should have aluer lock adaptor
c. Should an anti reflux valve
d. Should be sterile
e. Expiry date must not be less than2/3 of its shelf life
f. Date of manufacture and Date of Expiry be indicated
g. Single use
h. Supplier must provide manufactures authorization

138. Casting Tape Non-Fiberglass

i. Must be airtight in packaging
ii. Easy to dispense
iii. Size as per order
iv. Must be in a waterproof package
v. Shelf life should be more than2 years
vi. Date of manufacture and Date of Expiry be indicated

139. Stomahesive paste

a. Date of manufacture and Date of Expiry indicated.
b. Expiry date must not be less than5 years of shelf life.
c. Must have ownership.
d. Samples must be provided.
e. Must be hydro colloid based.
f. Must not irritate the skin after use.
g. 56.7 g

140. Stomahesive powder

a. i. Date of manufacture and Date of Expiry indicated.
b. ii. Expiry date must not be less than5 years of shelf life.
c. iii. Must have ownership.
d. Samples must be provided.
e. Must be in a semi-transparent bottle.
f. Must not irritate the skin after use.
g. Must be latex free.
h. Must have antimicrobial properties.
i. Must have moisture absorbing properties.
j. Must have two application options either by puff oz or squeeze bottle.
k. 28.3 g

141. Disposable stainless steel Linear Cutter

(a)55 mm&(b) 75 mm

i. Should have tissue retaining button
ii. Must be pre-loaded with the initial cartridge
iii. 8 maximum firing s

iv. Closed staple height of1.5 mm– 2.0 mm
v. Manufacturer Authorization Letter
vi. Date of manufacture and Date of Expiry be indicated
vii. Must be sterile

142. Disposable Linear Cutter Stapler Reloads

a. Blue reloads to be compatible with55 mm& 75 mm linear cutters
b. Green reloads to be compatible with55 mm& 75 mm linear cutters
c. Blue reloads to have a closed staple heights of1.5 mm with4 rows
d. Green reloads to have a closed staple height of2.0 mm with4 rows
e. Manufacturer authorization
f. Date of expiry must be indicated
g. Must be Sterile

143. Disposable Curved Cutter Staplers

a. Tran section length of45 mm
b. Closed staple height of2.0 mm
c. Must be preloaded with the green cartridge
d. Manufacturer authorization
e. Date of manufacture and expiry must be indicated
f. Must be sterile
g.

144. Disposable Circular Staplers

a) 21,
b) 26,
c) 29 and
d) 33 mm

i. Lumen diameter of12.2 mm,17.2 mm, 20.2 mmand24.2 mm respectively
ii. Closed staple height of1.0–2.5 mm adjustable
iii. Shaft length of44.5 cm
iv. Head diameter of21,26,29 and33 mm respectively
v. Manufacturer authorization
vi. Date of manufacture and expiry must be indicated
vii. Must be sterile

145. Disposable Hemorrhoid al Stapler (32 mm)

a. Must include the hemorrhoid al circular stapler 32 mm, suture th reader, circular an aldi lat or anda pulse string a no scope
b. Manufacturer authorization letter
c. Letter of authorization
d. Date of expiry and manufacture must be indicated
e. Must be sterile

146. Sanitary pads

i. Must have date of manufacture and Expiry indicated
ii. Package must be of water proof material and well sealed
iii. Pad should be sealed on both sides.
iv. Absorbency:-onesideshouldbeabletoabsorbandtheothersideshouldbeleakproof
v. Length10"long,½" thickand2½"wide
vi. Should have disposal bags in the package.
vii. Pads should have long ends at least6"

viii. Sample must be provided.

147. ABSORBENT COTTON WOOL ROLLS -400 gms

i. Must be absorbent.
ii. Must be brilliant white in colour.
iii. Must weigh 400 grams.
iv. Must be easy to separate.
v. Must not have foreign bodies.
vi. The package must be intact.
vii. Must be two years and above shelve life on delivery.
viii. Manufacture date and expiry date should be indicated.
ix. Must be 100% cotton wool.
x. Must have ownership
xi. Original manufacturer's authorization.

148. Robinson drain

a). 1/4"
b). 1/8"

i. Must be disposable, sterile and sealed
ii. Ownership
iii. Expiry date not less than 2/3 shelf life
iv. Date of manufacture and Date of Expiry
v. Must be well packed and easy to dispense
vi. Sample to be provided
vii. Supplier must provide manufactures authorization

149. **Ultrasonic surgical scalpel instrument for open surgery**

d. Sizes-9 cm
e. Sizes-17 cm
f. Sizes-22 cm
i. Sample and Brochure to be provided for evaluation
ii. Date of manufacture and Date of Expiry
iii. Must be compatible to Innolcon energy series equipment currently in KNH theatres
iv. Supplier must provide manufactures authorization

150. **Ultrasonic surgical scalpel instrument for Laparoscopic surgery**

b. Sizes-35cm
c. Sizes- 45 cm
i. Sample and Brochure to be provided for evaluation
ii. Date of manufacture and Date of Expiry
iii. Must be compatible to Innolcon energy series equipment currently in KNH theatres
iv. Supplier must provide manufactures authorization

151. Silicone Foam Dressing

i) 10 x 10cm
j) 7.5 x 7.5cm
k) 12.5 x 12.5cm

l) 15 x 15cm
m) 10 x 20cm
n) 20 x 20cm
o) 10 x 30cm
p) 15 x 20cm

i. Waterproof and bacterial barrier-
ii. High absorbency
iii. Perforated wound contact layer with a gentle silicone adhesive perforated film
iv. Support non traumatic removal

152. Uridoms Large (Adult)

a. Must be of strong latex material
b. Must be elastic
c. Must have a cuff
d. Must have outlet to fit on urine bag
e. Must be properly packaged (single)
f. Must be clean
g. Expiry date must not be less than 2/3 shelf life
h. Date of manufacture and date of expiry
i. Sizes as per order
j. Sample must be provided.

153. Uridoms Medium

a. Must be of strong latex material
b. Must be elastic
c. Must have a cuff
d. Must have outlet to fit on urine bag
e. Must be properly packaged (single)
f. Must be clean
g. Expiry date must not be less than 2/3 shelf life
h. Date of manufacture and date of expiry
i. Sizes as per order
j. Sample must be provided

154. Polythene sheet (Pkts of 10)

a. Should be yellow in color
b. Gauge Should be 200 mm
c. Size should be 2 mby 3 m
d. Should be 10 pieces per pack
e. Sample must be provided

155. Neonatal Plastic Graduate

Feeding Cups

(a) 40/50/60 mls
(b) 150 mls
(c) 200 mls

i. Must plastic/Silicone.
ii. Must be graduated.
iii. Size as per order.
iv. Samples to be provided.
v. Must be able to withstand boiling water.

vi. Thetip must be smooth.

156. Mothers Plastic Expressing bowl-300 mls

i. Must be plastic.
ii. Size as per order.
iii. Samples to be provided.

157. Top Tailing Bowls-500 mls

i. Must be plastic.
ii. Size as per order.
iii. Samples to be provided.

158. Haemostatic Products–Absorbable Haemostat

d) size 1.0g
e) size 2.0g
f) size 3.0g

i. should be aseptic
ii. should be pyrogen free
iii. should be packaged in a polyethylene sprayer
iv. should be ethylene oxide sterilized
v. should be registered by PPB
vi. Must not require refrigeration
vii. Sample must be provided.

159.Haemostatic Products–Non-Absorbable Haemostat

a. Contains oxidized regenerated cellulose and liquid solution of polysaccharide spheres
b. The product MUST be certified by PP B, CE, and ISO 13485
c. Has rapid he most as is, antimicrobial and anti-inflammatory effect
d. Shelf life should be more than 2 years

Sizes

i. Gauze (15 cmby 15 cm) 2 ml
ii. Gauze (18 cmby 22 cm) 3.5 ml

OPTHALMOLOGY CONSUMABLES (A-Y)

A. Surgical Oil spray for high-speed drills devices

i. Provide sample for evaluation
ii. Supplied in cans of400- 500mls
iii. Comes as LOT with oil spray adopter screw-on profile.
iv. Original literature in English version
v. Letter of authorization from manufacturer

B. . Eye examination kit

i. original brochure/sample
ii. packed as a lot
iii. scleral marker
iv. speculum-adult/paeds blade
v. sterile
vi. Supplier must provide manufactures authorization**.**

C. Cyclo probe (CPC)

i. Literature
ii. Double packed
iii. Sterile

iv. Expiry date
v. Original brochure
vi. Authorization letter

D. Syringe filter

i. Sterile with expiry date
ii. Luer lock
iii. Well packaged.
iv. Supplier must provide manufactures authorization
v. Provide sample

E. Infusion/Anterior chamber canular

i. Well packaged sterile
ii. Manufacture and expiry date
iii. 0.04mm x 22mm
iv. Provide sample
v. 25 ga

F. Eye drapes

i. Drape size 80x90 and above
ii. Adhesive area
iii. Must have Incision area(self-adhesive), and drainage bag
iv. Well packaged and sterile
v. ETO/Plasma sterilized
vi. 1-year expiry
vii. Must be water repellent
viii. Supplier must provide manufactures authorization

G. Eye shield

i. Clear/colored
ii. Sample for evaluation
iii. Plastic
iv. Centrally perforated
v. Sterile
vi. Supplier must provide manufactures authorization

H. Spear swabs sticks

i. Highly absorbent
ii. Packed of 5 (5 pieces in a pack)
iii. Well packaged and sterile
iv. 1-year expiry date
v. Extremely hydrophilic
vi. Soft and atraumatic for patient use
vii. Date of manufacture and expiry
viii. Supplier must provide manufactures authorization

I. Symblepharon rings.

i. Should be Clear
ii. Single packaged
iii. Centrally perforated
iv. Made of silicon-soft/cloudy finish
v. Attach literature/sample for evaluation
vi. Supplier must provide manufactures authorization

J. Eye pad

i. Attach sample
ii. Supplier must provide manufactures authorization
iii. Well packaged and sterile
iv. EO/Plasma sterilized
v. Comes as a lot (Adhesive pad and soft pad)
vi. .Water proof
vii. Expiry date 1 year

K. ILM elevator tip

i. Provide literature for evaluation
ii. 23-25ga
iii. ETO sterilized
iv. Expiry date 1 year
v. Attach sample
vi. Supplier must provide manufactures authorization

L. Eye Trocar kit

i. Provide sample for evaluation
ii. Well packaged
iii. 23g
iv. ETO sterilized
v. Straight
vi. Supplier must provide manufactures authorization

M. Super sharp (15º) Microsurgical knife

i. Sample provided for evaluation
ii. Head capped
iii. Straight
iv. Well packaged and sterile
v. ETO/plasma sterilized
vi. 15º lance tip
vii. Supplier must provide manufactures authorization

N. Keratome Microsurgical knife

i. Sample provided
ii. 2.75/2.8mm
iii. Angled with pointed tip
iv. Head capped
v. ETO/plasma sterilized
vi. Well packaged and sterile
vii. Supplier must provide manufactures authorization

O. Crescent Microsurgical knife

i. Sample provided
ii. Supplier must provide manufactures authorization
iii. 2.1mm
iv. Angled beveled up
v. Head capped
vi. ETO/plasma sterilized
vii. Well packaged and sterile

P. Fluorescent strips

i. Provide sample for evaluation

ii. Must be made of cellulose fiber
iii. Individually packed strips
iv. Each packet to have 100 pieces
v. Must be easy to peal
vi. Must be transparent
vii. Must be sterile
viii. Date of manufacture and expiry
ix. Supplier must provide manufactures authorization

Q. . Infusion /Aspiration cassette

i. Made of silicon
ii. Reusable and autoclavable
iii. Compatible with faros vitrectomy unit
iv. Provide sample for evaluation

R. Endo-photocoagulation lead

i. Provide sample for evaluation
ii. Well packaged and sterile (Eto/plasma)
iii. Compatible with Iridex laser(532µ) unit
iv. Curved tip
v. 1 years shelve life

S. Continuous flow cutters

i. Provide sample for evaluation
ii. Compatible with faros vitrectomy unit
iii. 23gauge
iv. Sterile and well packaged
v. Single use
vi.

T. Irrigation /infusion sleeves-silicon2.2mm

i. Provide sample for evaluation
ii. 23g
iii. Comes as a lot –key, test chamber and sleeves
iv. 0.9mm

U. Sodium hyaluronate

i. Strength -1.8%
ii. Prefilled syringe 1-2mls
iii. Sterile
iv. 1years expiry
v. Manufacturer Authorization letter

V. Sling Suspension

i. Provide a sample for evaluation
ii. Well packaged and 2 years shelve live
iii. Made of silicone and double ended
iv. Good sling and needle relationship
v. Manufacturer authorization letter

W. Silicone band

i. Provide a sample for evaluation
ii. Well packaged and 2 years shelve live
iii. Made of silicone and double ended
iv. Good sling and needle relationship

v. Manufacturer authorization letter

X. Vitrectomy cutters

i. Provide sample for evaluation
ii. Compatible with vitron2020 vitrectomy unit
iii. 20 gauge
iv. Sterile and well packaged
v. Single use

Y. Silicon lacrimal set

i. Provide sample for evaluation
ii. Biocompatible
iii. stainless steel probes well attached to the silicone tube
iv. Sterile and well packaged
v. Single use

Technical Specifications

1.

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

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

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

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

iv) The P PRA encourages the use of metric units.

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

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

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

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

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

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

To encourage Tenderer s'innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, Tenderer s may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

i) Detailed tests required (type and number).

ii) Other additional work and/or Related Services required to achieve full delivery/completion.

iii) Detailed activities to be performed by the Supplier, and participation ofthe Procuring Entity there on.

iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied inthe event that such guarantees are not met.

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

technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

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

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

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TSand Standards]

Detailed Technical Specifications and Standards[insert whenever necessary].[Insert detailed description of TS]

2. Drawings

This Tendering document includes NO drawings.

3. Inspections and Tests

The following inspections and tests shall be performed:

a) To confirm compliance with Hospital technical specifications.

. ..... [Insert list of inspections and tests]

P A RT 3-CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI-General Conditions of Contract

1. Definitions

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

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

b) ―Contract Documents‖ means the documents listed in the Contract Agreement, including any amendments there to.

c) ―Contract Price‖means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments there to or deductions there from, as may be made pursuant to the Contract.

d) ―Day‖means calendar day.

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

f) ―GCC‖means the General Conditions of Contract.

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

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

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

j) ―SCC‖means the Special Conditions of Contract.

k) ―Subcontractor‖means any person, private or government entity, or a combination of the above, to who many part of the Goods to be supplied or execution of any part of the Related Services is subcontracted bythe Supplier.

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

m) **“Base Date”means a date30 day prior to the submission of tenders.**

n) **“Laws”means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.**

o) **“Letter of Acceptance”means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.**

p) **“Procuring Entity”means the Entity named in the Special Conditions of Contract.**

2. Interpretation

If the context so requires it, singular means plural and viceversa.

In co terms

a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and

the rights and obligations of parties there under shall beas prescribed by In co terms specified in the SCC.

b) The terms EX Wand C IP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of In co terms specified in the S CC and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

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

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

4. Fraud and Corruption

The suppliers hall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth inthe Laws of Kenya.

The Suppliers hall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include atleast the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Entire Agreement

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

Amendment

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

Non-waiver

a) Subject to GCC Sub-Clause4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable,

such prohibition, invalidity or un enforce ability shall not affect the validity or enforce ability of any other provisions and conditions of the Contract.

5. Language

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

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

6. joint venture, Consortium or Association

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

7. Eligibility

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

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

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

8. Notices

Any notice given by one party to the other pursuant to the Contracts hall be in writing to the address specified in the SCC. The term—in writing‖means communicated in written form with proof of receipt.

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

9. Governing Law

The Contracts hall be governed by and interpreted in accordance with the laws of Kenya.

Throughout the execution of the Contract, the Suppliers hall comply with the import of goods and services prohibitions in Kenya:

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

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

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

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

Arbitration proceedings shall be conducted as follows:

Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause10.1 shall be finally settled by arbitration.

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

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

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

Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given inits notice ofa claim or dispute.

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

The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one- half of this remuneration.

Arbitration Proceedings

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

i) Kenya National Chamber of Commerce

ii) Chartered Institute of Arbitrators (Kenya Branch)

iii) The Law Society of Kenya

The institution written to first by the aggrieved party shall take precedence overall other institutions.

Alternative Arbitration Proceedings

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

Arbitration with Foreign Suppliers

Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UN CITRAL); or with proceedings administered bythe International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration

rules.

The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined inSub-Clause1.4[Law and Language].

Alternative Arbitration Proceedings

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

Failure to Comply with Arbitrator's Decision

The award of such Arbitrators hall be final and binding upon the parties.

In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court oflaw.

Contract operations continue

Notwithstanding any reference to arbitration here in,

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

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

11. Inspections and Audit by the Procuring Entity

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

Pursuant to paragraph2.2 of Instruction to Tenderers, the Suppliers hall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors'attention is drawn to Sub-Clause3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

The Swing Plastic Bins and Mindy Top Security (Z-Con) Padlocks or Equivalent to be supplied shall beas specified in the Schedule of Requirements.

13. Delivery and Documents

Subject to GCC Sub-Clause33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

The Suppliers hall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause12, and the Delivery and Completion Schedule, asper GCC Clause 13.

15. Contract Price

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 inits Tender, with the exception of any price adjustments authorized inthe SCC.

Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (which would be the tender price), any partial payment valuation based on rates in the schedule of prices inthe Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: (corrected tender price – tender price)/tender price X100.

16. Terms of Payment

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

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

Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the Procuring Entity shall promptly in form the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Suppliers hall submit afresh in voice, delivery note and any other relevant documents as specified in the SCC.

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

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

17. Taxes and Duties

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

17.3 If any tax exemptions, reductions, allowances or privileges maybe available to the Supplier in Kenya, the Suppliers hall in form the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

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

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

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

The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier here in shall remain vested in the Supplier, or

if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

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

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

The obligation of a party under GCC Sub-Clauses20.1 and20.2 above, however, shall not apply to information that:

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

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

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

d) otherwise lawfully becomes available to that party froma third party that has no obligation of confidentiality.

The above provisions of GCC Clause20 shall not in anyway modify any undertaking of confidentiality given by either of the parties here to prior to the date of the Contract in respect of the Supply or any part there of.

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

21. Subcontracting

The Suppliers hall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

Subcontracts shall comply with the provisions of GCC Clauses3 and7.

22. Specifications and Standards

Technical Specifications and Drawings

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standards hall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

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

c) Wherever references are made in the Contract to codes and standards in accordance with

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

23. Packing and Documents

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 atall points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, ifany, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

24. Insurance

Unless otherwise specified in the SCC, the Goods supplied under the Contracts hall be fully insured— in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable In co terms or in the manner specified in the SCC.

25. Transportation and Incidental Services

Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified In co terms.

The Supplier maybe required to provide any or all of the following services, including additional services, if any, specified inSCC:

a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) furnishing of a detailed operations and maintenance manual for each appropriate unit ofthe supplied Goods;

d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this services hall not relieve the Supplier of any warranty obligations under this Contract; and

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

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

26. Inspections and Tests

The Suppliers hall at its own expense and at no cost to the Procuring Entity carryout all such tests and/or inspections ofthe Goods and Related Services as are specified inthe SCC.

The inspections and tests maybe conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods'final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge tothe Procuring Entity.

The Procuring Entity orits designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause26.2, provided that the Procuring Entity bear all of

its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

Whenever the Supplier is ready to carryout any such test and inspection, it shall give a reasonable advance notice, including the place and time, tothe Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

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

The Suppliers hall provide the Procuring Entity with a report of the results of any such test and/or inspection.

The Procuring Entity may reject any Goods or any part there of that fail to pass any test and/or inspection or do not conform to the specifications. The Suppliers hall either rectify or replace such rejected Goods or parts there of or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause26.4.

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

27. Liquidated Damages

Except as provided under GCC Clause32, ifthe Supplier fails to deliver any or all of the Goods bythe Date (s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the S CC of the delivered price of the delayed Good so run performed Services for each week or part there of of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant toGCC Clause 35.

28. Warranty

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

Subject to GCC Sub-Clause22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any actor omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion there of as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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

Upon receipt of such notice, the Suppliers hall, within the period specified in the SCC,

expeditiously repair or replace the defective Goods or parts there of, at no cost tothe Procuring Entity.

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

29. Patent Indemnity

The Suppliers hall, subject to the Procuring Entity's compliance with GCC Sub-Clause29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
b) the sale in any country of the products produced by the Goods.

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

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

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

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

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

30. Limitation of Liability

Except in cases of criminal negligence or willful misconduct,

a) the Suppliers hall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any in director 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 Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitations hall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the

supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Prices hall be correspondingly increased or decreased, to the extent that the Supplier has there by been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs hall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause15.

32. Force Ma jeure

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 ofan event of Force Ma jeure.

For purposes of this Clause,—Force Ma jeure‖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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

Ifa Force Ma jeure situation arises, the Suppliers hall promptly notify the Procuring Entity in writing of such condition and the cause there of. Unless otherwise directed by the Procuring Entity in writing, the Suppliers hall continue to perform its obligations under the Contract as faras is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Ma jeure event.

33. Change Orders and Contract Amendments

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

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

b) the method of shipment or packing;

c) the place of delivery; and

d) the Related Services to be provided by the Supplier.

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

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

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

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

b) a full cost/benefit analysis of the proposed change (s) including a description and estimate of

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

Termination for Convenience.

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

34. Assignment

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

35. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause35.3.

costs (including lifecycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

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

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

a) accelerates the delivery period; or
b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
c) improves the quality, efficiency or sustainability of the Goods; or
d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

a) a reduction of the Contract Price; the amount to be paid to the Suppliers hall be the percentage specified inthe S CC of the reduction inthe Contract Price; or
b) an increase in the Contract Price; but results ina reduction in lifecycle costs due to any benefit described in
   (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

Subject to the above, no variation in or modification of the terms ofthe Contracts hall be made except by written amendment signed by the parties.

36. Extensions of Time

If at anytime during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause13, the Suppliers hall promptly notify the Procuring Entity in writing

of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Ma jeure, as provided under GCC Clause32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause26, unless an extension of time is agreed upon, pursuant toGCC Sub-Clause 34.1.

37. Termination

Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
   i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension there of granted by the Procuring Entity pursuant to GCC Clause 34;
   ii) ifthe Supplier fails to perform any other obligation under the Contract; or
   iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Suppliers hall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Suppliers hall continue performance of the Contract to the extent not terminated.

Termination for Insolvency.

The Procuring Entity mayat anytime terminate the Contract by giving notice to the Supplier if The

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

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

SECTION VII-Special Conditions of Contract

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses inthe General Conditions of Contract
G CC 1.1(h)	The Procuring Entity is: Kenyatta National Hospital
G CC 4.2 (a)	The meaning of the trade terms shall be as prescribed by In co terms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by In co terms, they shall be as prescribed by: [exceptional; refer to other internationally accepted trade terms]
G CC 4.2(b)	The version edition of In co terms shall be IN CO T E R MS 2015
G CC 8.1	For notices, the Procuring Entity's address shall be: Attention: To Chief executive officer] Postal Address:[20723-00202 Nairobi Kenya] Physical Address: Nairobi City county Upper hill off Hospital, Kenyatta National Hospital Administration block, supply Chain Management Entrance. Telephone:[2726300-9] Electronic mail address:procurement@knh.or.ke
G CC 10.4.2	The place of arbitration shall be Nairobi Kenya
G CC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are[insert th required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate Manufacturer'sor Supplier's warranty certificate, inspection certificate issued b nominated inspection agency, Supplier's factory shipping details etc.]. The above documents shall be received by the Procuring Entity before arrival of the Goods and, ifnot received, the Supplier will be responsible for any consequent expenses.
G CC 15.1	The prices charged for the Goods supplied and the Related Services performed [insert "shall" or "shall not," as appropriate]be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment[see attachment to these SCCforasample Price Adjustment Formula]
G CC 16.1	***Sample provision*** G CC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall beas follows: Upon delivery and acceptance of of goods in the KNH Warehouse **A. Payment for Goods supplied from abroad:** Payment of foreign currency portions hall be made in [insert currency of the Contract Price]in the following manner: N/A) (i) Advance Payment: N/A).
	(ii) **On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified inGCC Clause12..(N/A)** (iii) **On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported bythe acceptance certificate issued bythe Procuring Entity..(N/A)** B. Payment of local currency portion of a foreign Supplier shall be made in Kenya

	shillings within thirty (30) days of presentation of claim supported by a certificate from

	the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed..(N/A) **C. Payment for Goods and Services supplied from within Kenya:** Payment for Goods and Services supplied from within Kenya shall be made in *[currency], as follows:.(N/A)* (i) Advance Payment: Ten (10) percent of the Contract Prices hall be paid within thirty (30) days of signing of the Contract against an in voice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity..(N/A) (ii) On Delivery: Eighty (80) percent ofthe Contract Prices hall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released..(N/A) **On Acceptance: The remaining ten (10) percent ofthe Contract Prices hall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity..(N/A)**
G CC 16.5	The payment-delay period after which the Procuring Entity shall pay interest tothe supplier shall be[insert number]days. The interest rate that shall be applied is[.(N/A)
G CC 18.1	A Performance Security f5%of the contract price in the form of a bank guarantee"shall"be required *[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]*
G CC 18.3	If required, the Performance Security shall be in the form of:"aBank Guarantee" If required, the Performance Security shall be denominated in [insert"a freely convertible currency acceptable to the Procuring Entity" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]
G CC 18.4	Discharge of the Performance Security shall take place:[insert date if different from the one indicated in sub clause GCC 18.4]
G CC 23.2	The packing, marking and documentation within and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required]
G CC 24.1	The insurance coverage shall be as specified in the In co terms. If not in accordance with In co terms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount].(N/A)*
G CC 25.1	Responsibility for transportation of the Goods shall be as specified in the In co terms..(N/A) If not in accordance with In co terms, responsibility for transportation's shall beas follows: [insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged bythe Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective *responsibilities of the Procuring Entity and the Supplier)]*

G CC 25.2	Incidental services to be provided are: *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included inthe Contract Price.]*
G CC 26.1	The inspections and tests shall be:[Done at KN Hon re cie pt of each assignment)
G CC 26.2	The Inspections and tests shall be conducted at:[Kenyatta National Hospital)
G CC 27.1	The liquidated damage shall be:[[N/A]]%per week
G CC 27.1	The maximum amount of liquidated damages shall be:[[N/A]
G CC 28.3	The period of validity of the Warranty shall be:[financial year2026-2028]days For purposes of the Warranty, the place (s) of final destination (s) shall be: [insert name (s) of location (s)] ***Sample provision*** GCC 28.3—In partial modification of the provisions, the warranty period shall be _ hours of operation or months from date of acceptance of the Goods or ( ) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Suppliers hall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any par there of as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, **or** (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be ( ). *[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]*
GCC 28.5, G CC 28.6	The period for repair or replacements hall be:[N/A])]days.
G CC 33.6	If the value engineering proposal is approved bythe Procuring Entity the amount to be paid to the Suppliers hall be (N/A]%(insert appropriate percentage. The percentage is normally up to50%) of the reduction in the Contract Price.

SECTION VIII-CONTRACT FORMS

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

FORM No.1: NOTIFICATION OF INTENTION TO AWARD

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

……

FORMAT

1 For the attention of Tenderer's Authorized Representative

l) Name: [insert Authorized Representative's name]

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

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

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

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

2 Date of transmission: [email]on[date] (local time)

This Notification is sent by (Name and designation)

3 Notification of Intention to Award

l) Employer: [insert the name of the Employer]

ii) Project: [insert name of project]

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

iv) Country: [insert country where IT Tis issued]

v) ITTNo: [insert IT T reference number from Procurement Plan]

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

4 Request a debriefing in relation to the evaluation of your tender
Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful Tenderer

i) Name of successful Tender

ii) Address of the successful Tender

iii) Contract price of the successful Tender Kenya Shillings (in words _____)

b) Other Tenderers

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

S/No.	Name of Tender	Tender Price as readout	Tender's evaluated price (Notea)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Notea) State NE if not evaluated

5 How to request a debriefing

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

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

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

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

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

ii) Agency: [insert name of Employer]

iii) Email address: [insert email address]

d) If your request for a debriefing is received within the3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

6 How to make a complaint

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

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

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

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

iii) Agency: [insert name of Employer]

iv) Email address: [insert email address]

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

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

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

e) There are four essential requirements:

i) You must bean_interested party‘. In this case, that means a Tenderer who submitted a Tender in this tendering process, andis the recipient of a Notification of Intention to Award.

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

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

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

7. **Standstill Period**

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

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

iii) The Standstill Period maybe extended as stated in paragraph Section5(d) above.

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

On behalf of the Employer:

Signature: _____

Name: _____

FORM NO.2-REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……. OF……..20……..

BETWEEN

…… APPLICANT AND

……RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

2.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

2.

SIGNED……(Applicant) Dated on…… dayof……/…20……

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

SIGNED

Board Secretary

FORM NO.3 LETTER OF AWARD

[Use letterhead paper of the Procuring Entity]

_____*[Date]*

To: [name and address of the Supplier]

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

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

You are requested to furnish the Performance Security within30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature:

Namea

Attachment: Contract Agreement

FORM NO.4-CONTRACT AGREEMENT

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

THIS AGREEMENT made the [insert: number] day of [insert: month], [insert: year]. BETWEEN (1) [insert complete name of Procuring Entity and having its principal place of business at[insert: address of Procuring Entity] (here in after called —Procuring Entity‖), of the one part; and (2) [insert name of Supplier], a corporation incorporated under the laws of[insert: country of Supplier]and having its principal place of business at [insert: address of Supplier] (here in after called —the Supplier‖), of the other part.

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

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

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

      a) the Letter of Acceptance

      b) the Letter of Tender

      c) the Addenda Nos. (ifany)

      d) Special Conditions of Contract

      e) General Conditions of Contract

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

      g) the completed Schedules (including Price Schedules)

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

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

2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects there in, 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 bythe Contract.

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

For and on behalf of the Procuring Entity

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]In the presence of

[insert identification of official witness]For and on behalf of the Supplier

Signed: [insert signature of authorized representative (s) ofthe Supplier]in the capacity of

[insert title or other appropriate designation] in the presence of

[insert identification of official witness+

FORM NO.5- Performance Security [Option1- Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: **[insert name and Address**

of Employer]

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

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

1. We have been informed that

(here in after called "the Contractor") has entered into Contract No.

dated

with (name of Employer) (the Employer as the Beneficiary), for the execution of (here in after called "the Contract").

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

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

4. This guarantees hall expire, no later than the…. Dayof……,2..…2, and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

_____

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

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

FORM No.6-Performance Security[Option2–Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: **[insert name and Address of Employer]Date:** **[Insert date of issue]**

PERFORMANCE BOND No.:

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

1. By this Bond as Principal (here in after called—the Contractor‖) and]as Surety (here in after called—the Surety‖), are held and firmly bound unto] as Obligee (here in after called —the Employer‖) in the amount of for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the dayof,20 , for in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.

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

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

   2) obtainatenderortendersfromqualifiedTenderersforsubmissiontothe Employer for completing the Contract in accordance with its terms and conditions, and upon determination bythe Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (eventhough thereshouldbeadefaultorasuccessionofdefaultsunderthe Contractor Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety maybe liable here under, the amount set forth in the first paragraph here of. The term—Balance of the Contract Price,‖as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

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

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

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of actions hall accrue on this Bond to or for the use of any person or corporation other than the Employer named here in or the heirs,

executors, administrators, successors, and assigns of the Employer.

6. In testimony where of, the Contractor has here unto set his hand and affixed his seal, and the Surety has
7. caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_of_ _____20_____.

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

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

[Guarantor letterhead]

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

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

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

1. We have been informed that (here in after called—the Contractor‖) has entered into Contract No. *dated* with the Beneficiary, for the execution of (here in after called"the Contract").

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

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

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

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

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

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

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

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

1 The Guarantors hall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

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

FORM NO.8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONSTO TENDERERS:DELETETHISBOXONCEYOU HAVECOMPLETEDTHEFORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership informationtobesubmitted inthis Form shallbe currentasofthedate of itssubmission.

ForthepurposesofthisForm,aBeneficialOwnerofaTendererisanynaturalpersonwhoultimatelyownsor controlstheTendererbymeetingoneormoreofthefollowingconditions:

- *Directlyorindirectlyholding25%ormoreoftheshares.*
- *Directlyorindirectlyholding25%ormoreofthevotingrights.*
-

Tender Reference No.: [insert identification no] Name of the Assignment: [insert name of the assignment] to: [insert complete name of Procuring Entity]

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

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25%or more of the shares (Yes/No)**	**Directly or indirectly holding25%or more of the Voting Rights (Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

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

Directly or indirectly holding25%or more of the shares. Directly or indirectly holding25%or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer+"

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

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

Title of the person signing the Tender.....[insert complete title of the person signing the Tender]

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

Date signed.....[insert date of signing]dayof.....[Insert month],[insert year]

TENDER NO			DESCRIPTION OF GOODS			CLOSING DATE		
KNH/T/02 A/2026-2028			Supply&Delivery of Surgical Dressings and Appliances			**19th May, 2026**		
Sample Registration No	Date of Receipt of Sample	Catalogue, Part or Reference No	Description of Sample	Quantity	Name of Candidate	Received by (name/signature)	Date Returned to Candidate	Name, signature &IDNo of Candidate

Literature where applicable must be properly bound with the bid document.