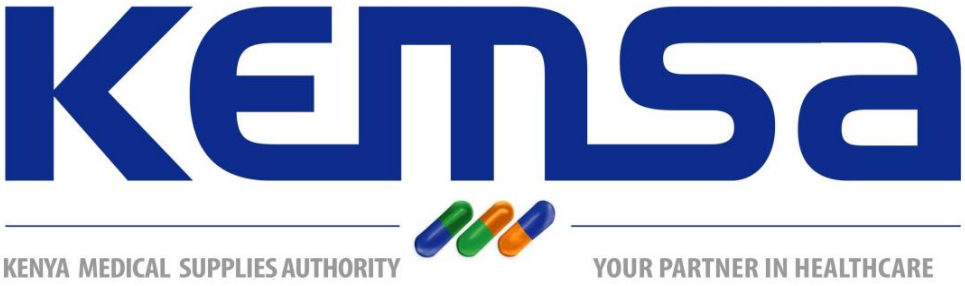

Supply and Delivery of Laboratory Equipment

Tender Number: **USAID KEMSA MCP OIT 001/2016-17**

Release Date: **July 4, 2017**

Submission Date: **July 27, 2017**

Project: **USAID KEMSA Medical Commodities Project**

Contracting Entity: **Kenya Medical Supplies Authority**

Funded by: **United States Agency for International Development**

Contract No:. **AID-615-C-15-00003**

INVITATION TO TENDER (ITT)

Open International Tender (OIT)

IFT N^{o}.: USAID KEMSA MCP OIT 001/2016-17

Supply and Delivery of Laboratory Equipment

Date: July 4, 2017

1. The **Kenya Medical Supplies Authority (KEMSA),** on behalf of the United States Agency for International Development *(*USAID*)* herewith invites sealed tender(s) for **Supply and Delivery of Laboratory Equipment.**

2. This Tender will be conducted through Open International Tender in line with Federal Acquisition Regulations (FAR) System ; FAC Number/Effective Date:2005-94,2005-95 / 01-19-2017.

3. Interested eligible bidders may obtain further information from KEMSA Office and inspect the bidding documents at the address given below, **Mondays to Fridays between 0900hrs to 1600hrs** except on public Holidays **or** download at the **IFMIS Supplier portal** http://supplier.treasury.go.ke. and http://www.kemsa.co.ke/tenders/. Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at procurement.programs@kemsa.co.ke (**Refer to registration form in the tender document**).

4. A complete set of bidding documents in English (hardcopy) may be purchased by eligible bidders on the submission of **a written application** on company letterhead to the address below and upon payment of a non-refundable/non-transferable **fee of 13 US Dollars or 1,000 Kenya Shillings**. The method of payment will be by Cash, Bankers cheque or direct deposit to the specified **account no 01141217405100 for KES or 02120217405100 for USD to Co-operative Bank, Enterprise Road Branch, Nairobi, Kenya, Swift: KCOOKENA**.

5. Completed **paginated and serialized** bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and description must be accompanied by a tender security of **USD 10,000 or KES1,000,000.00** or equivalent in a freely convertible currency and must be delivered to the address below on or **before 10:00 AM on July 27, 2017.** Tenders must be deposited at **KEMSA Tender Box 2** for **Global Fund Tenders** at **KEMSA, Main Reception**. Bulky tenders can be handed over to KEMSA Procurement Director's Office for registration and safe keeping till the tender opening date. Tenders will be opened promptly in public and in the presence of the Tenderers' representatives who choose to attend.

6. Late bids, portion of bids, electronic bids, bids not received, bids not opened and not readout in public at bid opening ceremony shall not be accepted for evaluation irrespective of circumstances.

Address for information on/collection of the Tender Document and Tender Opening venue.

Kenya Medical Supplies Authority (KEMSA) 13 Commercial Street, Industrial Area
P. O. Box 47715-00100 Nairobi, Kenya; Tel: (+254) 20-392 20 00
E-mail: **procurement.programs@kemsa.co.ke**

Kenya Medical Supplies Authority reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers

REGISTRATION FORM FOR ONLINE TENDERERS/BIDDERS

IFT N^{o}.: USAID KEMSA MCP OIT 001/2016-2017 FOR SUPPLY AND DELIVERY OF LABORATORY EQUIPMENT

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

Name of the firm:……..

Postal Address:……..

Telephone Contacts:……...……

Company email address:……..

Contact Person:……

Once completed please submit this form to the email;**procurement.programs@kemsa.co.ke**

Contents of Bidding Document:	Section 1:	Instructions to Tenderers
	Section 2:	Draft Order Terms and Conditions
	Annex A:	Product Specification, Pricing & Delivery Schedule
	Annex B:	Branding and Marking Requirement
	Annex C:	Invoicing and Shipping Instructions
	Annex D:	Letter of Undertaking Template
	Annex E:	Subcontractor Evaluation Template

****PLEASE READ INSTRUCTIONS CAREFULLY FOR THIS TENDER. IF YOU DO NOT ADHERE TO THE SPECIFIC INSTRUCTIONS OF THIS TENDER YOU MAY BE EXCLUDED FROM CONSIDERATION.****

1.0 INSTRUCTIONS TO BIDDERS

1.1 Acronyms and Definitions

ADS	USAID Automated Directives System
Agent	Kenya Medical Supplies Authority.
CIF	Cost, Insurance and Freight
Cooperating Country	Kenya
CFR	United States Code of Federal Regulations
COO	**Certificate of Origin**
DDU	Delivered Duty Unpaid
FAR	United States Federal Acquisition Regulation
FOB	Free On Board
FCA	Free Carrier
KPPB	Kenya Pharmacy and Poisons Board
RFQ	Request for Quotation
US	United States
USAID	United States Agency for International Development
USFDA	United States Food and Drug Administration
USG	United States Government
VAT	Value Added Tax

The delivery terms shall be DDU, named place of destination.

DDU is the INCOTERM (delivery term) under which the seller is responsible for arranging and paying for both the transportation of the goods and shipping insurance through to a named place of destination typically in the destination country. The seller has fulfilled his obligation when he has properly insured the goods and bided them to the transportation carrier who, under the contract of carriage, will accomplish this transporation to the named place of destination.

Under DDU delivery terms the Supplier shall:

1. Pack and mark the shipment to comply with contract specifications, provide commercial invoice or electronic message, and other documentation as required by the contract agreement.
2. Obtain at own risk and cost any export licenses and authorizations and carry out all export formalities and procedures.

3. Notify the buyer of readiness to ship and provide the documents listed below at least 7 (seven) working day before shipment.
    a. Commercial invoice
    b. Certificate of Analysis
    c. Certificate of Origin
    d. Packing list
    e. Letter of undertaking
    f. Airway Bill/ Bill of Lading
    g. Confirmation on booking with US flag carrier/statement of non availability of US flag carrier (Refer to www.marad.dot.gov/documents/MAR730.US.Flag.Vessel.pdf)

4. Contract for and pay all costs of carriage and insurance to the named place of destination.
5. Deliver the goods to the named place of destination within the time period stipulated in the sales contract.
6. Assume all risks of loss or damage to the goods until they have been delivered to the named place of destination and handed over to the buyer.

1.2 Introduction

The Agent, acting for the USAID KEMSA MC Project is soliciting proposals from eligible and responsible firms for the supply of commodities as described in Section 1.4 (Product Specification, Pricing and Delivery Schedule). The KEMSA MC Project is an official program of the United States Agency for International Development (USAID), Contract No. AID-615-C-15-00003 and is being carried out in Kenya.

The overall objective of the USAID KEMSA MC Project is to establish and operate a safe, secure, reliable and sustainable supply chain management system for pharmaceuticals and related supplies and equipment (commodities) needed to provide care and treatment of persons with HIV/AIDS in Kenya.

Tenderers are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Failure to adhere to instructions described herein may lead to disqualification of a proposal from consideration.

1.3 Source/Origin/Nationality

All tenderers and the goods and services supplied under this order must meet **USAID Geographic Code 935** (Special Free World) in accordance with the US Code of Federal Regulations (CFR), 22 CFR §228. **Tenderers must provide a Certificate of Origin (COO) for products awarded to them.** The cooperating country for this tender is Kenya.

- **Source**: "Source" means the country from which a commodity is shipped to the cooperating country (Kenya) or the cooperating country itself if the commodity is

located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form received therein, "source" means the country from which the commodity was shipped to that free port or bonded warehouse.

- **Origin**: The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is substantially different in basic characteristics or in purpose or utility from its components.

- **Nationality:** "Nationality" refers to the place of incorporation, ownership, citizenship, residence, etc. of suppliers of the goods and services.

1.4 Product Specifications

As provided for under technical specifications section.

1.5 Delivery

Delivery terms are DDU Named Final Destination. The delivery estimates presented in an offer in response to this tender must be upheld in the performance of any resulting contract.

1.6 Transportation

U.S.-flag requirement. Any international transportation carried out under this subcontract shall take place on US-flag vessels/carriers. Any international air transportation shall be in accordance with FAR 52.247-63 ("Preference for U.S.-Flag Air Carriers"), FAR 47.403 ("Guidelines for Implementation of the Fly America Act") and 22 CFR 228.22.

While the Comptroller General's memorandum does not establish specific criteria for determining when freight service is unavailable, it is USAID's policy that such service is not available when the following criteria are met:
(*1) When no U.S. flag air carrier provides scheduled air freight service from the airport serving the shipment's point of origin and a non-U.S. flag carrier does;*
(2) When the U.S. flag air carrier(s) serving the shipment's point of origin decline to issue a through air waybill for transportation at the shipment's final destination airport;
(3) When use of a U.S.-flag air carrier would result in delivery to final destination at least seven days later than delivery by means of a non-U.S. carrier;

(4) When the total weight of the consignment exceeds the maximum weight per shipment which the U.S. flag air carrier will accept and transport as a single shipment and a non-U.S. flag air carrier will accept and transport the entire consignment as a single shipment;
(5) When the dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitations of the U.S. flag aircraft's cargo door opening, but do not exceed the acceptable dimensions for shipment on an available non-U.S. flag scheduled air carrier.

The US-flag requirement must be taken into account when providing CIF Proposals. If U.S. carriers are not available to Nairobi and/or Mombasa please indicate in your Proposal. Regulations call for an official "Statement of Unavailability of U.S.-Flag Air Carriers," which would be requested of the supplier and further explained should a contract be awarded.

1.7 **Proposals**

Prices must be quoted on a lump-sum, all-inclusive basis, including packing, insurance, inspections, taxes, etc. Offers must remain valid for not less than ninety (90) calendar days after the offer deadline. All prices must be expressed in US Dollars unless otherwise instructed.

1.8 Negotiations

Best-value Proposals are requested, consistent with the evaluation criteria set forth in Section 1.9 below. It is anticipated that awards will be made solely on the basis of these original Proposals. However, **KEMSA reserves the right to conduct negotiations and/or request clarifications prior to awarding a contract**. **KEMSA also reserves the right to make no award, a single award, or multiple awards (including sharing of quantities to more than one bidder) in response to this tender**.

1.9 Evaluation and Award

The award(s) will be made on a best-value basis to a responsive offeror(s) whose offer meets ALL tender instructions, source/origin/nationality requirements, registration requirements.

A) PRELIMINARY EXAMINATION

Required documents

1. Must serialize all the pages of the bid documents, failure to which shall lead to disqualification **(MANDATORY).**

2. Copy of Certificate of incorporation/registration **(MANDATORY).**

3. Copy of current Tax Compliance Certificate (For local bidders only) **(MANDATORY).**

4. Tender form duly completed and signed by the tenderer or his authorized agent **(MANDATORY).**

5. Original Bid Bond provided and valid for 120 days from date of tender opening. Value of bid bond should be **USD 10,000.00 or KES 1,000,000.00** equivalent in a freely convertible currency **(MANDATORY).**

6. Declaration of Undertaking (Integrity Statement) must be dully filled and signed **(MANDATORY).**

NOTE: All the above requrements are Mandatory. Failure to meet will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

B) TECHNICAL EVALUATION

1 PRODUCT BROCHURE

a) For the purpose of this tender bidders are required to submit an original manufacturer brochure which shall contain the following information;

i) Name and physical address of the product manufacturer, including the phone number, fax number, e-mail address, website (URL), other manufacturing sites if any, and country.

ii) The product model name/number assigned by the manufacturer.

iii) Colour picture of the product which must be clear and reasonably sized.

iv) Description of the product and its features.

v) Performance specification of the product including any other technical data.

vi) Dimensions of the product.

b) A brochure shall not be considered an original manufacturer brochure if it;

i) does not contain any of the requirements in section 1 (b) from (i) to (vi)

ii) Contains superimposed images of the product
iii) Is a photocopy or a scanned copy

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

d) For ease of the comparison of bids, the tenderer is supposed to;

i) Highlight the product to be offered where two or more of these products appear in the brochure provided.

ii) Ensure that the brochure submitted contains detailed information on the product parameters as required in the tender document.

2.MANUFACTURER AUTHORIZATION

a) The tenderer shall provide a Manufacturer Authorization as stipulated in the tender documents for all products tendered for. The Manufacturer Authorization shall specify the product offered in terms of name and model number. Further details including name and physical address of the manufacturer, including the phone number, fax number, e-mail address.

b) The procurement agency, in the event of non - clarity, has a right to clarify directly with the supplier's manufacturer, details related and not limited to manufacturer authorization, Product brochures and the quality certificates.

3 QUALITY CERTIFICATION

a) The tenderer shall be required to submit Current Certificate of Quality for products offered issued by a recognized independent body for the purpose of this tender.

b) For the certificate of conformity to be valid it shall comply with the following;
   i) Issued by recognized independent certification body to the manufacturer
   ii) It should be current (not have expired)
   iii) Clearly specify the product(s) being offered
   iv) State the location of the manufacturing plant
   v) Must not contain any alterations whosoever

4. COMPLIANCE SHEET

a) Tenderer will be required to submit, in additional to original manufacturer brochure, a compliance sheet for each of the product offered. The tenderer must indicate on the compliance sheet whether the product offered comply with each item of the technical specification in the tender document.

b) All the dimensions, capacities and performances of the product to be supplied shall not be less than those required in the tender technical specifications.

c) The data / the information indicated on the compliance sheet and the one on the product brochures should not conflict but supplement each other.

5. DELIVERY PERIOD

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. The tenderer shall be required to indicate the shortest possible delivery period for each product

6.FALSIFICATION OF DOCUMENTS

Any document or information submitted e.g Manufacturer Authorization, Quality Certificate, Brochures etc may be subjected to verification on authenticity.

7.PRODUCT AND ACCESSORIES

a) All electro- medical equipment must be model on current production, new and unused.

b) The tenderer shall supply all necessary accessories as part of the components which guarantee normal function of the equipment in accordance with the specifications.

c) All spare parts itemized in the specifications shall be supplied.

d) When the spare parts are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the spare parts in amount equivalent to the requirements of the specifications

e) All consumables itemized in the specifications shall be supplied

f) When the consumables are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the consumables in amount equivalent to the requirements of the specifications. The supplier shall provide sufficient quantities of consumables necessary for testing and commissions the equipment even though such consumables may not have been stated in the specifications.

a) Prices quoted should include all costs of shipment and handling until the goods are actually received at Kenya Medical Supplies Agency, Embakasi, Nairobi for items to be delivered to KEMSA

Product Evaluation for the brochure submitted by the tenderer

The product evaluation will be done on the detailed original manufacturer's brochure submitted by the tenderer and in line with the set out technical specifications and general technical specifications as provided in this tender document.

The evaluation will be on a **"Yes/No"** basis.

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

C) FINANCIAL EVALUATION

Bidders who are successful at preceding stages of evaluation and offer acceptable delivery schedules will have their prices compared and award recommended to the lowest evaluated responsive bid.

After determining the lowest-evalauted bid, the purchaser shall carry out the post qualification of the Bidder to ascertain the following:

a) Financial Capability

The bidder shall furnish copies of your last three (3) years Certified Audited Accounts to confirm that they have generated average annual sales turnover of at least twice their bid value.

1.10 GENERAL CONDITIONS:

- The products offered must have a minimum shelf-life of 75% at the time of arrival at the port of entry. Please note that sea shipments require at least 30 days to arrive at the port.
- **Original Manufacturer's Brochure for the Equipment offered.**
- Products should be packed in properly sealed and tamper-proof packaging. Each outer case or carton shall be five-ply and strapped.
- Each unit pack must be packaged in its individual pack with the literature insert (patient insert) inside the pack.
- Each unit pack must be marked with the following black and white text:
  USAID | KEMSA- Not for Resale (no logos/emblem will be required) – See Annex B for details.
- Consignments must be palletized and shrink wrapped, properly labeled with the following information:
  - Origin point (address where the shipment begins)
  - Ship To Address
  - Ship To Attention
  - Carton number (1 of ____)
  - KEMSA Order number
  - Item name
  - Batch number and expiry
  - Pallet number (1 of ____)
  - Weights (Gross and Net)
  - Dimensions (Length, Width, and Height)
  - Dimensions (Length, Width, and Height)

- KEMSA cargo is to be put on a standard pallet size of 120 by 100 cm. Any deviation from this standard size must be approved by KEMSA
- Each pallet should be numbered serially for easy identification and that same number should be included on the packing list
- The supplier should provide container load information for a 20ft or 40ft container
- Price shall be expressed in US Dollars unless otherwise instructed.
- Proposed Delivery shall be expressed in weeks.
- For each line item, Tenderers are also required to indicate the country of "origin" and the "source" of each line item in the final column on the right. See Section 1.3 for definitions.

1.11 OTHER TERMS AND CONDITIONS:

Issuance of this bidding document does not in any way obligate the Agent to award a purchase order or subcontract, nor does it commit the Agent to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Draft Order Terms and Conditions detailed in Section 2. Any resultant award will be governed by these terms and conditions. The Agent reserves the right to make revisions to the content, order, and numbering of the provisions in the actual subcontract document prior to execution by The Agent and the selected awardee(s). Issuance of a subcontract award is subject to availability of sufficient funds and applicable approvals from USAID.

2.0 DRAFT ORDER TERMS AND CONDITIONS

2.1 Acronyms and Definitions

Please see as referenced in Section 1 of the bidding document.

2.2 Subcontract Price Funding Type

USAID and in cooperation with the Government of Kenya, is authorized to award contracts under the authority of USAID Contract No. AID-615-C-15-00003 funded by the US Government.

This is a **fixed-price** subcontract payable entirely in the currency indicated in the cover page.

The subcontractor shall be paid a fixed price for successfully supplying the commodities at the prices proposed in their bid. The fixed price of this subcontract is $.....

No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Agent will not adjust the subcontract price due to fluctuations in currency exchange rates. The Agent will only make changes in the subcontract price or time to complete due to changes made by The Agent in the work to be performed, or by delays caused by The Agent.

2.3 Source and Origin

The source and origin for all commodities and services supplied under this Subcontract must meet USAID Geographic Code 935 (Free World). Products must be freshly manufactured and, if applicable, shipped on US vessels, carriers, or vehicles unless not available and otherwise authorized by The Agent.

2.4 Host Country Consular Fees, Duties, & Tariffs

This Subcontract is being awarded on behalf of the USAID, an official project of the Government of the United States in Kenya, and as such, it is free and exempt from any consular or legalization fees, inspection or validation charges, and any taxes, tariffs, duties or other levies imposed by laws in effect in Kenya. No such fees, charges, tariffs, duties or levies will be paid under this Subcontract.

2.5 Packing

All goods supplied under this contract must be packed according to the highest international packing standards suitable to prevent theft, loss or damage, including water damage, to cargo during transit and until safe arrival at the delivery point. The Goods should conform to standards specified in the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French Pharmacopoeia, the International Pharmacopoeia, or the European Pharmacopoeia, the latter particularly for raw materials. The standards shall be the each latest edition at the time of bid submission unless otherwise stated by the Purchaser. In case the pharmaceutical product is not included in the specified compendium, but included in the Purchaser's national essential drug list, the Purchaser should clearly indicate acceptable limits and the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.

Specific packing instructions include:

- Properly sealed and designed in a manner so as to prevent tampering or provide evidence of tampering
- Each outer case or carton shall be five ply cardboard and strapped
- No carton should contain pharmaceutical products from more than one batch
- Each unit pack/bottle must be packaged in its individual pack with the literature insert (patient insert) inside the pack.
- Not only the pharmaceutical item, but also the packaging components (e.g bottles and closures) must meet specifications suitable for use.
- Each case must be palletized and shrink wrapped, and no pallet should contain pharmaceutical products from more than one batch unless prior approval has been received for more efficient packaging depending on batch size. Each pallet should be numbered serially for easy identification and that same number shall be included on the packing list.

2.6 Price Schedule

See Annex A

2.7 Delivery Terms

Delivery terms are: DDU, named place of destination.

2.8 Packing Lists

A complete, itemized packing list shall be carried in a clearly marked "packing list" envelope affixed to the outside of each shipping container used to deliver the goods. Each packing list must show complete narrative descriptions of the goods, and all catalog numbers, if applicable.

2.9 Payment Terms

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
100% On Delivery & Acceptance: shall be paid within 60 days of delivery to Named place of delivery, and submission of documents specified in GCC Clause 11 including an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser, by direct bank transfer to the Supplier's nominated bank account.

The fixed price of this sub contract shall include delivery of the deliverables as per Section 2.6, which is inclusive of all costs associated with the manufacturer producing the products according to the specifications. To facilitate the above payment, the supplier should provide four duly signed and stamped original invoices per consignment.

SPECIAL NOTE: In the event some items have not been received or have been short packed or are damaged or appear to be unusable, KEMSA will make a determination as to the quantities not available for distribution, deduct the value of the items unavailable for distribution and authorize payment minus the value of this quantity. KEMSA will require the supplier to provide a credit note for the value of the quantity deducted. The supplier may also arrange for shipment of this quantity along with quality, and packing certification from the independent laboratory, and payment will be authorized for this quantity by, KEMSA, only on receipt, subject to quality confirmation and goods being in good order in The Agent's warehouse.

Instructions on the invoicing requirement can be found in Annex C.

2.10 Undertaking

The subcontractor shall provide the commodities proposed in Section 1.6 once the commodities are complete following manufacture and inspection but prior to completion of an independent quality assurance analysis. The subcontractor shall notify KEMSA that the commodities are ready for shipment and shall also provide a Letter of Undertaking to KEMSA.

KEMSA will then authorize shipment to named place of destination where supplier will install, training and commission equipment before clearance by KEMSA QA department.

6.1 Pre-delivery Inspection

The Agent reserve the right to inspect the commodities delivered by the Supplier as a result of this purchase order. This shall be prior to actual delivery. The Supplier is responsible for providing the minimum required samples for quality evalaution prior to delivery as shown in the table below:

#	Item Description	UoM	MINIMUM NO. OF SAMPLES REQUIRED
1	BIOSAFETY CABINET CLASS II, TYPE A2 3FT	Unit	1
2	CENTRIFUGE, FLOOR STANDING	Unit	1
3	CENTRIFUGE, BENCH TOP	Unit	1
4	LABORATORY FRIDGE/FREEZER COMBINATION, 700L	Unit	1
5	SPECIMEN BIOTRANSPORT CONTAINERS	Unit	1
6	WATER BATH	Unit	1
7	COMPOUND BINOCULAR MICROSCOPE	Unit	1
8	LABORATORY CHAIR, ERGONOMIC	Unit	1
9	PIPETTE, 1000UL	Unit	1
10	PIPETTE, 200UL	Unit	1
11	STORAGE FLAMMABLE CABINET	Unit	1
12	LABORATORY FREEZER, 400L, -10°C TO -45°C	Unit	1
13	AUTOCLAVE, FLOOR STANDING, 30L	Unit	1
14	REFRIDGE/FREEZER THERMOMETERS,	Unit	1

	DIGITAL		
15	BLOOD BANK REFRIGERATORS, 30 - 60 UNITS	Unit	1
16	PIPETTES CALIBRATION SYSTEM	Unit	1
17	LABORATORY REFRIGERATOR	Unit	1
18	REFRIDGE/FREEZER COMBINATION 510-600 LITERS	Unit	1
19	VENTILATED WORK STATION (TB HOOD)	Unit	1
20	SHELF CABINET	Unit	1
21	WASTE TRANSFER TROLLEYS	Unit	1
22	REFRIDGERATED CENTRIFUGE	Unit	1
23	ULTRA LOW FREEZER	Unit	1

The Agent will facilitate the inspection and communicate to the bidder on the outcome within 7 days from date of pre-delivery sample reciept.

When commodities are not ready at the time specified by the supplier for inspection or test, the Agent may charge the supplier the additional cost of inspection or test. The Agent may also charge the supplier for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary. The Agent may require repair or replacement of nonconforming commodities or re-performance of nonconforming services at no increase in purchase order price. The Agent must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

2.12 Acceptance

Acceptance of the commodities is a contract requirement. Acceptance shall be in the form of written acknowledgement from KEMSA, either by email or hard copy, stating that all terms and conditions of the subcontract have been met, including verification that the commodities have been passed by Quality Assurance testing. Payment shall not be made to the subcontractor without written acceptance by KEMSA as stated in section 2.9. Please note, that to qualify for acceptance, all products supplied under this contract must have a remaining shelf life of at least 75% of the stipulated shelf life at the time of arrival at port of entry.

2.13 Warranty

If applicable, all materials supplied under this Subcontract must be covered by the manufacturer's standard export/international warranty which shall, at a minimum, protect The

Agent from any loss due to defective workmanship, material, packing and parts, for 18 (eighteen) months after the delivery of commodities is completed. In the event that the warranty is breached, The Agent may require, and the Subcontractor is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Subcontractor would be responsible for all necessary transportation charges required to ship the defective commodities to the manufacturer and return to the customer.

In the event of the Subcontractor's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, The Agent may remedy such defects on his own and claim the reasonable cost of such remedial action from the Subcontractor. The warranty shall be transferable without need for consent of the Subcontractor in the event The Agent elects to fully transfer all of its ownership rights in the commodity to any other entity at any time during the warranty period.

2.14 Eligibility of Subcontractors

A. No equipment, materials or services shall be eligible for USAID financing if offered by a Subcontractor included on the list of suspended, debarred, or ineligible bidders as defined by USAID.

B. The Subcontractor must be:

1. An individual who is a citizen or legal resident of a country or area included in the authorized geographic code, except as stated in subparagraph (C) (1);

2. A corporation or partnership organized under the laws of a country or area included in the authorized geographic code;

3. A controlled foreign corporation, i.e. any foreign corporation of which more than 50 percent of the total voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code (26 U.S.C. 957); or

4. A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which fit any of the foregoing categories.

C. Citizens of any country or area or firms or organizations located in or organized under the laws of any country or areas not included in USAID Geographic Code 935, or firms or organizations owned in any part by citizens or organizations of any country or areas not included in USAID Geographic Code 935, are ineligible for financing by USAID as Subcontractors of commodities or sales agents in connection with the supply of commodities. There are limited exceptions to this policy:

1. Non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible as individuals or owners, regardless of their citizenship.

2.15 Eligibility of Commodities/Source, Origin

The following definitions shall be applicable to this Subcontract and all related correspondence.

A. Source

"Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

B. Origin

The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is substantially different in basic characteristics or in purpose or utility from its components.

C. Authorized Geographic Code

Except as may be specifically approved by the Cognizant USAID Subcontracting Officer, all commodities and services will be procured in accordance with the requirements in 22 CFR Part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID". **The authorized source for this procurement is Geographic Code 935 (Free World).**

2.16 Modifications

Modifications to the terms and conditions of this subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties. Each Party shall give due notice and consideration to any proposals for modification made by the other Party. The responsible parties to this subcontract shall be:

On behalf of KEMSA
On behalf of the Subcontractor:
Title:

2.17 Changes

A. In addition to changes in unit quantities, the agent may, at any time, by written order, and without notice to the sureties, make changes within the general scope of the Subcontract, in any one or more of the following:

1. Specifications, where supplies to be furnished under this Subcontract or are to be specially arranged or packed for KEMSA;
2. Method of shipment or packing;
3. Place of delivery

B. If any such change(s) causes an increase or a decrease in the cost, or the time required for the performance, or any part of the work under the Subcontract, an equitable adjustment shall be made in the Subcontract price or delivery schedule, or both, and the subcontract shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this Subcontract must be asserted within 30 (thirty) days from the date of receipt by the Subcontractor of the modification or change.

2.18 Legal Effect of USAID Approval and Decisions

The parties hereto understand that the Subcontract has reserved to USAID certain rights such as, but not limited to, the right to approve the terms and conditions of this Subcontract, the Subcontractor, and any or all plans, reports, specifications, Subcontracts, bid documents, drawings, or any other documents related to this Subcontract and the project of which it is a part. The parties hereto further understand and agree that USAID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USAID to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing this project and shall not be construed as making USAID a party to the Subcontract. The parties hereto understand and agree that USAID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any approval (or failure to approve) by USAID shall not bar The Agent or Owner from asserting any right, or relieve the Subcontractor from any liability which the Subcontractor might otherwise have to Agent or USAID.

2.19 Termination

The agent reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference herein.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify The Agent forthwith and The Agent shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

2.20 Force Majeure

Except with respect to default of second tier subcontractors, the Subcontractor shall not be liable for any excess costs if the failure to perform the subcontract arises out of causes beyond the control and without the fault or negligence of the Subcontractor (Force Majeure) and if the Subcontractor, within ten (10) days from the beginning of any such Force Majeure notifies the agent of such prevention of performance and the cause thereof. Such causes may include, but are not restricted to, acts of The Agent in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. If the failure to perform is caused by the fault of a second tier subcontractor and if such default arises out of causes beyond the control of both the Subcontractor and the second tier subcontractor and without the fault or negligence of either of them (Force Majeure), and the Subcontractor, within ten (10) days from the beginning of any such Force Majeure, notifies the agent of such prevention of performance and the cause thereof, the Subcontractor shall not be liable for any excess costs due to the failure to perform, unless the supplies or services to be furnished by the second tier subcontractor were obtainable from other sources in sufficient time to permit the Subcontractor to meet the required delivery schedule.

2.21 Disputes, Appeals and Arbitration

Every effort will be made to resolve amicably through mutual agreement any dispute which may arise between the Parties under this agreement. In the event that such good faith efforts are unsuccessful in resolving the dispute, the Parties shall escalate the dispute to higher management levels. Failing an amicable settlement at the management level, both Parties shall agree in writing to proceed with a claim and shall be settled in accordance with Rules of Commercial Arbitration of the American Arbitration Association that are in force on the date of this agreement. The arbitration shall take place in Washington, D.C., unless otherwise agreed to by

the Parties. The number of arbitrators shall be three and they will be appointed in accordance with the Association's procedures. The decision of the arbitrators will be governed by and will not rewrite, invalidate or expand upon the terms and conditions of this Agreement. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party will bear its own costs of arbitration.

2.22 Assignment

The Subcontractor may not assign its obligation to perform under the Subcontract except with the prior written consent of USAID. The Subcontractor may not assign its rights to receive payment under the Subcontract except with the prior written consent of USAID.

2.23 Vesting of Title and Diversion Rights

USAID reserves the right to vest in itself title to the goods financed under this Subcontract, provided that such goods are in a deliverable state and have not yet been off loaded in ports of entry in the cooperating country. KEMSA, acting on behalf of USAID, may direct the carriers to divert these goods to alternative destinations.

2.24 Terrorist Financing

The Subcontractor (including its employees, consultants and agents) by entering into this Subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. The Agent reserves the right to terminate the Subcontract if the Agent determines that the Subcontractor is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

2.25 Indemnity and Waiver of Benefits

The Subcontractor waives any additional benefits and agrees to indemnify and hold harmless The Agent, its officers, agents, and employees for all negligent acts, criminal acts, errors and omissions as well as any claims of loss, damage, or injury sustained as a result of, or arising from, services rendered and duties performed in connection with the performance of the Subcontract, including, but not limited to, any claim for damages, restitution, loss, injury or specific performance instituted by any third party as the result of, or arising from, the services rendered or duties performed under this Subcontract, or any failure of the Subcontractor, its officers, or employees to observe the Applicable Laws, or incidental thereto.

2.26 Conditions of Subcontract for the Supply of Goods

a) Standards. (1) The Goods shall be supplied in accordance with the specifications set out in the order issued by The Agent. (2) All materials used and Goods provided from Manufacturer, shall be new and of satisfactory quality. Where no specification or standard is stated, then all Goods shall be supplied in accordance with the relevant ISO Standard, or to a recognized national standard in the country of manufacture acceptable to the Agent.

(b) Alteration of Specification of Plans, Drawings, Patterns and Samples. (1) The Manufacturer shall not alter the specifications, plans or drawings of any part of the Goods unless requested in writing by, or with the prior written agreement of The Agent. (2) In the event that any such alteration requested by The Agent involves an alteration in the cost of production, and/or in the period required for delivery, such revision of the order price, and/or of the time of delivery, shall be made in relation to the Goods which are subject to the alteration, as shall be agreed in writing between The Agent and Manufacturer. In all other aspects the order shall remain unaltered. (3) Where the order is for the supply of Goods described in the order by reference to the Manufacturer's proprietary specification and the Manufacturer varies that specification, the Manufacturer may vary that specification in respect of the Goods, provided that such variation does not affect the price, size, accuracy, quality, function, performance or interchangeability of the Goods. Full particulars of the Manufacturer variation must be provided in writing to The Agent.

(c) Guarantee. The Manufacturer shall guarantee to The Agent that (1) the Goods shall be new, of satisfactory quality, fit for the purposes for which the Goods are ordinarily used, and for any purposes expressly made known in writing to the Supplier, and suitable for use in Kenya. The Goods shall have no defect arising from design, materials or workmanship, or from any act or omission of Manufacturer, or his sub suppliers and which may develop under proper use of the Goods in the conditions in Kenya. (2) That the Goods shall remain free of any defect (other than those arising from reasonable wear and tear or improper use, for which the Manufacturer is not responsible) for a period of 12 (twelve) months after the Goods or any portion thereof have been delivered to the final destination indicated in the order, or 18 (eighteen) months after the date of shipment, whichever is shorter. (2) The Agent shall notify the manufacturer of any claims under this clause (3) Upon receipt of notification of a claim, The Agent shall promptly direct Manufacturer to repair or replace any defect in or damage to the Goods (or any part thereof) free of charge including transport charges to The Agents' facilities. If it is reasonably practicable or necessary for a defective part to be returned to the Manufacturer, The Agent shall arrange for it to be returned to the Manufacturer at Manufacturer's cost. Where Manufacturer supplies a part in replacement of a defective part, and does not at that time request the return of the defective part, no responsibility for the defective part shall rest with The Agent. (4) If the Manufacturer fails to remedy the defect or damage within a reasonable time, The Agent, after giving notice to the Manufacturer, take such remedial action as may be necessary, at the Manufacturer's risk and expense, without prejudice to any other rights which they may have against the Manufacturer. (5)

The Manufacturer of the Goods or such part thereof shall be under the same liability to the Manufacturer as the Manufacturer's liability to The Agent. (6) No claim shall be made against the Manufacturer by The Agent in respect of damage to property not the subject matter of the order or for loss of profit.
(d) Packing. (1) The Manufacturer shall provide such packing as is required to prevent damage to or deterioration of the Goods during transit to and storage at The Agent's warehouse, and as may reasonably be anticipated and prudent, bearing in mind the destination of the Goods and their mode of transport.

The packing shall be sufficient, without limitation, to withstand rough handling and exposure to extreme temperatures. The cost of such packing shall be included as part of the Manufacturer's price. (2) The packing, marking and documentation within and outside the packages shall (without limitation to clause (d)(1) above) comply strictly with such special requirements as provided for in the orders issued hereunder, or any subsequent instructions and, where appropriate, with any relevant regulations governing the dispatch of pharmaceutical cargo by sea, air or overland. (3) If compliance with an instruction concerning packing that is issued subsequent to the establishment of an order involves an addition or reduction in the Manufacturer's price, and/or in the period required for delivery, such deviation of the manufacturer's price and/or time for delivery shall be agreed in writing between the Agent and the Manufacturer. In all other respects the order shall remain unaltered.

(e)Delivery. (1) Delivery of the Goods shall be made by the Manufacturer in the manner and at the time specified in the order. (2) The Manufacturer shall provide reports on the progress of the order in such form as may be required by The Agent. If, at any time during the performance of the order, the Manufacturer is unable to deliver the Goods within the time or times specified in the order, the Manufacturer shall immediately give notice of the delay in writing to The Agent with and explanation of the cause. The submission and acceptance of these reports and/or notices shall not prejudice the rights of The Agent under the Subcontract and orders issued hereunder. (3) For the purposes of the order, trade terms used to describe the obligations of the parties shall have the meanings assigned to them set out in the ICC official rules for the interpretation of trade terms (Incoterms2011) except to the extent that they are inconsistent with these Conditions or any provisions of the order, in which case the provision of the Subcontract and order shall prevail.

(4) Delivery of the Goods, or any installment thereof, shall be considered complete only when all the conditions of the order have been completed, including when all documentation required to be provided by the Manufacturer has been delivered to The Agent.

(5) If the Goods are not delivered in accordance with the order and the terms of this Subcontract, the Manufacturer shall be liable for any loss or expense, arising as a result. Goods shall remain at the risk and expense of the Supplier until delivery has been completed in accordance with the order.

(f)Documentation. (1) Unless otherwise specified by The Agent, documentation shall be provided at the time and in such manner as specified in section G of the Subcontract. (2) If an export license is required from the country of manufacture or export, the Manufacturer shall be required to provide the license and the provision and cost of such license shall be the responsibility of the Manufacturer.
(g)Payment. Unless otherwise specified by The Agent in the order, payments shall be made in accordance with section 3.9 of this Subcontract.
(h)Variation. No variation in or modification of the terms of the order shall be made except by written amendment signed by both The Agent and Manufacturer.
(i)Government Regulations. (1) The Manufacturer shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture. (2) The Manufacturer shall indemnify The Agent for any loss or expenses incurred as a result of the Manufacturer's failure to comply with any of the said enactments, orders, regulations or other instruments.
(j)Inspection. (1) The Manufacturer shall arrange for inspection of Goods at the Manufacturer's facility by an Inspector, appointed by The Agent, prior to shipment. Details of the scope of inspection shall be set out in the orders and the following provisions shall apply. (2) The Goods shall be inspected at the Manufacturer's works, or any other place that the Inspector may reasonably require or approve, and if found defective or inferior in quality to, or differing in form or material from the requirement of the order, may be rejected. The whole of any consignment may be rejected if any proportion, percentage or samples of the Goods or material comprised therein or samples taken from bulk, are found not to conform in every respect to the requirements of the order. The Manufacturer shall, at his own expense and within the time for delivery specified in the order, replace or make good to the satisfaction of the Inspector any Goods so rejected. (3) The Manufacturer shall, if called upon to do so, obtain the Inspector's approval of the manner in which the Manufacturer proposes to supply or to perform services in relation to each portion of the Goods and shall furnish such drawings and information as the Inspector may require. Where the order is for the supply of Goods described in the Manufacturer's proprietary specification, then the Manufacturer's liability shall be restricted to providing the Inspector with information concerning the material used, the method of manufacture, details of production line test and inspection procedures.
(4) The Manufacturer shall notify The Agent at least seven days in advance of the date on which any of the Manufacturer's Goods will be ready for inspection. Without limiting the provisions of clause – (j)(1) of these conditions, the Inspector may inspect and reject any of the Goods at any earlier stage in course of manufacture or production. (5) Where inspection of any of the Goods, whether completed or in course of manufacture or production, is carried out at the Manufacturer's work (or, where applicable, at lower tier manufacturers' works), the Manufacturer shall ensure that the Inspector has full and free access to the said works as and when required for that purpose, and shall ensure that Manufacturer provides the Inspector with reasonable accommodations and facilities as may be required. (6) The Inspector shall not be required to sign any form of waiver or indemnity concerning his presence or actions at the place

of inspection. (7) If any of the Goods, whether completed or in course of manufacture or production, are rejected by the Inspector, they shall be marked or segregated in such manner satisfactory to the Inspector as to ensure their subsequent identification as rejected work. (8) When independent tests and analyses, in addition to those made by the Inspector on the Manufacturer's premises are considered necessary, such tests or analyses will be made by persons appointed by The Agent. The Manufacturer to bear the cost of supply and transport of samples. The costs of such additional tests and analyses will be borne by Manufacturer. (9) The Manufacturer shall not send any of the Goods forward for shipment or report the Goods ready for dispatch for shipment until The Agent shall have given its consent to the Manufacturer to release the order. Such consent shall not release the Manufacturer from any of his liabilities under this subcontract.

2.27 Clauses Incorporated by Reference

This subcontract incorporates the following clauses of the Federal Acquisition Regulation (48 Code of Federal Regulations, Chapter 1) and USAID Acquisition Regulation (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. It is understood and agreed that the Supplier may be obligated by and to the Agent for any specifications or documentation required of KEMSA under these clauses, and that references to the Contractor may also refer to the Supplier. The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from KEMSA. References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Kenya Medical Supplies Authority" and references to "the Contractor" may refer to "NAME OF SUPPLIER."

Federal Acquisition Regulation (FAR) Clauses:

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG

	1996)
52.229-6	Taxes—Foreign Fixed-Price Contracts (JUN 2003)
52.242-15	Stop-Work Order (AUG 1989)
52.243-1 (Alt I)	Changes—Fixed Price (AUG 1987) (Alt I) (APR 1984)
52.246-2	Inspection of Supplies—Fixed-Price (AUG 1996)
52.246-23	Limitation of Liability (FEB 1997)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.247-63	Preference for U.S. Flag Air Carriers (JUN 2003)

United States Agency for International Development Acquisition Regulation (AIDAR) Clauses:

AIDAR	**Title**
752.202 Alt.70 and Alt.72	Definitions Alt. 70 (JAN 1990)/Alt.72 (JAN 1990)
752.211-70	Language and Measurement (JUN 1992) [especially provision in (a)]
752.225-70	Source, Origin and Nationality Requirements (FEB 1997)
752.7009	Marking (JAN 1993)

ANNEX A - PRODUCT SPECIFICATION, PRICING & DELIVERY SCHEDULE

This section contains MANDATORY Technical and Packaging requirements of the commodities.

Offeror's Name & Address: _____

Contact Person: _____

Tel No: _____

E-mail address:_____

Signature of contact person:_____

TECHNICAL SPECIFICATIONS OF PRODUCT

#	Technical Specifications	UoM	Qty	Compliance Sheet: To be completed by the Bidder with the required "Relevant Information", duly signed and submitted with the Bid.
1	**BIOSAFETY CABINET CLASS II, TYPE A2 3FT**	**UNIT**	**19**	
	PURPOSE: Protects worker, product and environment **PHYSICAL FEATURES** • Ductless type • With manual door/sash • Front window made of glass • Floor standing and provided with stand/s • Approximate outer dimensions: Width 3 feet • HEPA exhaust filters • ULPA main filter with a filtration efficiency of 99.999% at 1 to 3 microns of air inflow and exhaust at least 400m3/hr • Minimum inflow velocity of 100 ft/min • Vertical Laminar flow with negative pressure in all ducts			

	and plenum system • Noise level of below 65 Db • Internal UV light for sterilization • The counter surface and inner material should be made of stainless steel or other suitable material that is easy to clean and disinfect • Equipped with an acoustic alarm • Microprocessor controlled with digital display screen **POWER:** 220 - 240V, 50 - 60Hz **ACCESSORIES** • Accompanied with operator, service manuals, written in English • Delivered with spare HEPA exhaust and ULPA Main filters, one piece each • Each piece delivered with AVS			

	surge protector • Delivered with a fitting stand **COMPLIANCE:** Conform to NSF, ANSI or other internationally recognized standard **WARRANTY: Minimum one year warranty inclusive of parts, service and labor with a written service schedule upon award** **INSTALLATION:** To include installation,and commissioning **CERTIFICATION: Provide Validation and/or certifitication of equipment by a recognized entity/institution prior to use/commissioning is a MANDATORY requirement.** **TRAINING: To include training for users and biomedical engineers** **Delivery details: Delivery sites will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
2	**CENTRIFUGE, FLOOR STANDING**	**UNIT**	**10**	
	TYPE: Floor standing. **SPEED:** Maximum RCF: 1,700 –			

	12,000g RPM: 100 – 25000 Adjustable in increments of 100 Speed control accuracy: ± 20 rpm. **CENTRIFUGATION TIME:** 1-99 minutes continuous operation with automatic switch-off **CAPACITY:** ≥30 blood collection tubes (4 - 15 mls) per run **PHYSICAL FEATURES:** • Inclusive of buckets and swing-rotors • Made of maintenance-free brushless inductor motor • Non-refrigerated centrifuge • Display: digital LCD • Microprocessor controlled • Noise level: <58dB **COMPLIANCE:** Conform to EN or other international recognized standard **POWER:** 220-240V, 50/60Hz **ACCESSORIES:** • Provided with AVS surge protector per piece			

	• Accompanied with operator and service manuals written in English **TRAINING: To include training for users and biomedical engineers** **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
3	**CENTRIFUGE, BENCH TOP**	**Unit**	**40**	
	TYPE: Bench top centrifuge **SPEED:** Maximum RCF: 1,700 – 12,000g RPM: 100 – 3000 Adjustable in increments of 100 Speed control accuracy: ± 20 rpm **CENTRIFUGATION TIME:** 1-99 minutes continuous operation with automatic switch-off **CAPACITY:** ≥12 blood collection tubes (4 - 15mls) per run **PHYSICAL FEATURES:**			

	• Made of maintenance-free brushless inductor motor • Non-refrigerated centrifuge • Display: digital LCD • Microprocessor controlled • Noise level: <58dB • Inclusive of buckets and swing-out rotors **COMPLIANCE:** Conform to EN standards or other international recognized standard **POWER:** Power rating: 220-240V, 50/60Hz **ACCESSORIES:** Accompanied with operator and service manuals written in English **TRAINING:** To include training for users and biomedical engineers **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
4	**FRIDGE/FREEZER COMBINATION, 700 LITERS**	**UNIT**	**40**	

	PURPOSE: Suitable for medical laboratory use **TYPE:** Vertical refrigerator **TEMPERATURE RANGE:** • Adjustable refrigerator temperature control range 2° - 8°C • Adjustable freezer temperature control range of -10°C to -30°C • With see-through glass doors **CAPACITY:** Storage capacity – approximately 700 Liters **REFRIGERANT:** CFC and HCFC-free **Insulation:** CFC free **PHYSICAL FEATURES:** • Must have a combination of both refrigerator and freezer compartments with separate doors • Automatic defrost and condensate removal • Microprocessor Control: Digital electronic operation; large and easy-to-read digital display of temperature within 0.1°C • Equipped with a sensor that automatically initiates defrost			

	cycle on demand, eliminating need for a defrost timer, minimizing frost build-up and optimizing coil efficiency • Alarm System: Continuous audible and visual warnings for temperature deviations or power failure • Audible or visual warnings for door ajar • Internal surface made of material that is rust resistant e.g. Aluminum or other suitable material • Lockable caster rollers – flexible and lockable polyurethane casters • Adjustable open-wire shelves, four or more in number per chamber • Interior cabinet lights with door activated on/off switch • With a provision for door locking **COMPLIANCE:** Conform to UL, cUL, TUV, CE or other internationally recognized standard			

	ACCESSORIES: • Accompanied with operator and service manuals written in English • Provided with AVS surge protector per piece **WARRANTY:** Minimum one year warranty covering parts, service and labor **POWER:** 220/240V, 50/60 Hz **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
5	**SPECIMEN BIOTRANSPORT CONTAINERS**	**UNIT**	**54**	
	PURPOSE: In-vitro diagnostic specimens transport **MATERIALS - SECONDARY CONTAINER:** • Material: Polycarbonate • Hooks: Stainless Alloy • Absorbing Layer:			

	Polypropylene fiber • Seal: Silicone **MATERIALS - TERTIARY CONTAINER:** • Body cover made of expanded polyethylene Aluminum • Documents rack made of polyethylene • Has suitable heat insulating lining • With a carry bag **CAPACITY:** 180 tubes or more of diameter 13mm **STERILIZATION:** Autoclavable **CLEANING:** By neutral detergents **CONFORMANCE:** Comply with EC Directive, ADR, or other internationally recognized standard **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			

6	**WATER BATH**	**UNIT**	**40**	
	PURPOSE: Suitable for medical laboratory use **PHYSICAL FEATURES:** Short heating-up timer o Digital temperature/timer controls, display and setting o Digital time-out alarm system o Exterior made of material that remains cool to the touch to prevent accidental burns o Internal part made of stainless steel or other suitable material that resists corrosion and easy to clean o In-built water circulation system to ensure optimum temperature uniformity throughout the whole bath o Thermometer holder for temperature monitoring			

	○ Equipped with high-limit thermostat for over-temperature protection or cut-out ○ Protection for heating elements to prevent burning out if the bath accidentally runs dry **CAPACITY:** Internal chamber volume: 5 – 10 liters **TEMPERATURE RANGE:**20°C – 110°C **ACCURACY** ≤ 2.0°C **POWER:** 220 – 240V, 50 – 60Hz; **ACCESSORIES:** Provided with AVS surge protector and protective of cover **INSTALLATION:** Inclusive of installation and one year warranty for parts, service and labour. **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			

7	**COMPOUND BINOCULAR MICROSCOPE**	**UNIT**	**21**	
	FRAME STAGE MOVEMENT IN XY DIRECTION • Quadriple revolving eye-piece • Coaxial coarse/fine knobs with tension adjustment • Graduated fine focus knob • Plane stage: 120 x 132 • Mechanical stage on the right hand • Abbe condenser N.A. 1.25, oil immersion, with aperture iris diaphragm • Plano-concave mirror unit **OBJECTIVES:**Achromatic 4 X, anti-fungus • Achromatic 10 X, anti-fungus • Achromatic 40 X, anti-			

	fungus • Achromatic 100 X, anti-fungus, OIL **EYE PIECE:** LB, 10 X, anti-fungus, two pieces **LAMP**: Halogen lamp, 6V, 20W **SUB-STAGE CONDENSER:** Abbe-type condenser, numerical aparature (N.A.) 1.25 **FOCUSING KNOB :** Co-axial coarse and fine focusing knobs, fine focusing movement should have sensitivity of 2 microns or less **BODY:** • Binocular, sturdy, stable base body with focus adjustment controls • All metallic parts should be corrosion-proof, acid-proof and stain-proof • One piece of anti-static cleaning brush should be provided with each Microscope for cleaning purpose **POWER SUPPLY**: 220-240VAC, 50Hz • One on-off power switch, 3			

	core power cord with a 3 point male plug • Have an inbuilt protective/ safety device to withstand fluctuations of voltage **SPARE PARTS:** • Each microscope should be supplied with spare parts as under: • Halogen bulb, (6volts, 20w) – 4 pieces • Fuses – 4 **COMPLIANCE:** CE Marked or other internationally recognized standard **DOCUMENTATION** • User/Technical/Maintenance manuals to be supplied • Certificate of calibration and inspection from factory. **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE**			

	MANUFACTURER FOR EVALUATION			
8	**LAB CHAIRS, ERGONOMIC**	**UNIT**	**200**	
	PURPOSE: Laboratory use **PHYSICAL FEATURES**: • Adjustable back rest • Ergonomic design for comfort • Pneumatic seat-height adjustment • Material covering made of durable material – vinyl or polyurethane finishing • Material finishing should be easy to clean/wipe and resistant to corrosion by most lab chemicals -bleach, sulfide, acids, alkali, oil, cold crack, mildew, etc. • Equipped with foot-ring • Rubber caster wheel for ease of movement			

	• Seat contour to minimize sliding off the seat pan • Color: black in color **WARRANTY:** Minimum 1 year **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
9	**PIPETTES, 1000µL**	**UNIT**	**150**	
	PURPOSE: Laboratory use **CAPACITY:** Volume range of 100ul - 1000ul **TYPE**:Manually adjustable **PHYSICAL FEATURES:** • Single channel • Compatible with ≥ 5 pipette tip types/brands • Equipped with tip ejector • Made of material with high breaking point Made of material that is resistant to chemical corrosion • Free of heavy metals • Have display to indicate			

	delivery volumes • Continuously adjustable microliter • Must be Autoclavable **ACCURACY:** +/- 0.8ul or (0.8%) **PRECISION:** +/- 0.15ul or (0.15%) **CALIBRATION:** Calibrated and certified by the manufacturer and Accompanied by certificate of calibration **CONFORMANCE:** Comply to ISO 8655 or other internationally recognized standards **WARRANTY**: Minimum of one year **ACCESSORIES:** Pipette racks/stand each capable of holding ≥ 5 pipettes **DOCUMENTATION:** Service and user manual writtten in English. **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			

10	PIPETTES, 200UL	UNIT	150	
	PURPOSE: Laboratory use **CAPACITY:** Volume range of 20ul - 200ul **TYPE:** Manual adjustable **PHYSICAL FEATURES:** • Single channel • Compatible with ≥ 5 pipette tip types/brands • Equipped with tip ejector • Made of material with high breaking point and autoclavable • Made of material that is resistant to chemical corrosion • Free of heavy metals • Have display to indicate delivery volumes • Continuously adjustable microliter • Autoclavable **ACCURACY**: +/- 0.8ul or (0.8%) **PRECISION:** +/- 0.15ul or (0.15%) **CALIBRATION**: Calibrated and certified by the manufacturer Accompanied by certificate of calibration			

	CONFORMANCE: Comply to ISO 8655 or other internationally recognized ISO standards **WARRANTY:** Minimum of one year **ACCESSORIES**: Pipette racks/stand each capable of holding ≥ 5 pipettes **DOCUMENTATION:** Accompanied with service and user manual writtten in English • **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
11	**STORAGE CABINET FOR FLAMMABLE LIQUIDS**	**UNIT**	**15**	
	PURPOSE: • Suitable for storage of flammable liquids in clinical laboratories • Protection against flash fires; prevention of excessive internal temperatures in the presence of fire; and			

	containment of spilled flammable liquids to prevent the spread of fire • Suitable for Class I & II flammable chemicals **CABINET CONSTRUCTION**: Made of metal having a double wall construction and raised at least 50 millimeters above the floor. **COMPLIANCE**: Conform to ULC, cUL, OSHA or NFPA 30 standards or equivalent **CONSPICUOUS LABELLING**: Conspicuously marked "Flammable-Keep Fire Away" Ventillations not required, if present bungs shall be used to seal holes/vents **CAPACITY**: 20 – 40 gallons **DOOR**: • Swing type(not self-closing) and lockable • Floor standing/grounded • With a 3-point door latch • Liquid tight door seal **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.**			

	INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION			
12	**LABORATORY FREEZER 400L, -10°C to -45°C**	**UNIT**	**22**	
	PURPOSE: Suitable for laboratory use **TYPE:** Vertical/upright freezer **CAPACITY:** Storage capacity – approximately 700 Liters **TEMPERATURE RANGE:** Adustable temperature settings, -10°C to -55°C **REFRIGERANT**: CFC Free **PHYSICAL FEATURES:** • Microprocessor- adjustable set point for high and low alarm • Adjustable voltage and power failure alarm • Inner Shelves: ≥ 3 • With Pressure balance hole • Door Lock: • In-built electronic door lock system • Manual door lock with single set of keys • Electronic door locks with battery back-up for openning • Equipped with temperature monitoring system – with real time and printable data output			

	capabilities • LIMS: inter-operable with LIMS with pre-installed accessories • Internal surface made of material that is rust resistant e.g. Aluminum or other suitable material • Lockable caster rollers – flexible and lockable polyurethane casters • Door equipped with handle for ease of opening • High efficiency compressor • Have slots for electronically calibrated thermometers • Supplied with a minimum of 3 racks or trays **RACKS:** Surface made of rust-free material e.g. aluminum or other suitable material **ACCESSORIES:** Accompanied with operator and service manuals written in English, AVS surge protector. **COMPLIANCE:** Conform to international quality and safety standards e.g. ANSI/ASHRAE; ISO 817; AS/NZS; AHRI; CE mark, UL/cUL listed or equivalent standards. **POWER**: 220/240V, 50/60 Hz			

	WARRANTY: Minimum one year warranty covering parts, service and labor **INSTALLATION:** Include installation, testing and commissioning **TRAINING:** To include training for users and biomedical engineers. **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
13	**AUTOCLAVE, FLOOR STANDING, 30L**	**UNIT**	**30**	
	PURPOSE: Sterilization of laboratory instruments, media and apparatus. Sterilization of glassware, agar, and small quantities of biohazardous waste. **TYPE:** Floor standing or bench top **CAPACITY**: Internal chamber volume: 30 - 50 liters **PHYSICAL FEATURES**: • Chamber constructed of non-corrosive metals to resist			

	reaction with steam and chemicals • Vertical/top loading • Mechanical or digital temperature controller and timer • With removable aluminum inner container • Provided with a rack • Automatic thermostatic control • With automatic release valve • Pressure gauge • Supported on a steel stand appropriately coated for corrosion protection **CONFORMANCE**: Standards: ASME , CE standard or equivalent. **INSTALLATION:** Inclusive of installation and commissioning. **WARRANTY**: One year warranty inclusive service, parts and labor. **ACCESSORIES**: AVS surge protector. One replacement heating element. **TRAINING:** Training for users and biomedical engineers. **POWER**: 220 – 240 V, 50/60Hz **To include installation, testing and commissioning.**			

	Delivery details: Delivery will invariably be approximately 500KM from Nairobi. **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
14	**FRIDGE/FREEZER THERMOMETERS, DIGITAL**	**UNIT**	**46**	
	Use: Tempereature monitoring of refrigerator and freezer **Mounting:** Hangs, Stands or Mount with Cable- Ties **Modes:** Minimum and Maximum with Reset **Display:** Digital display minimum and maximum temperature readings **Measuring scale**: Celsius **Temperature range**: -30°C to 50°C **Temperature Accuracy:** ± 0.5C° **Waterproof Rating:** Water resistant **Housing Material** Plastic Housing and Frame with antimicrobial **Power** Battery operated **Battery Life** ≥1 year **Conformance** NSF, CE, RoHs, WEEE or equivalent **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.**			

	INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION			
15	**BLOOD BANK REFRIDGERATOR, 20-60 BLOOD UNITS**	**UNIT**	**30**	
	Use: Store whole blood and blood components for transfusion **Capacity:** Capacity: 20 - 60 blood bags of 450ml **Temperature range:** Temperature range: 2°C to 8°C **Physical features:** • Microprocessor controlled • Temperature display: LED • Defrost method: fully automatic • Internal: Stainless steel or equivalent • External: Corrosion resistant CFC- free insulation • **Drawers:** Roll-out type with card holder • Door: Glass door and light for viewing stocks; positive latch with key lock • Lockable Castors or wheels that enable the equipment to be moved easily			

	Operating environment: Ambient temperature: 10°C to 40°C Relative humidity: 20% to 90% **Power requirements:** 220 - 240V, 50 - 60 Hz, single phase **Required accessories:** AVS surge protector is mandatory • User manual written in English • Conformance Compliance to AABB, EC ,CE standard, FDA marked or equivalent **To include installation, training, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
16	**PIPETTE CALIBRATION WEIGHING BALANCE**	**Unit**	**2**	
	Purpose: Pipette calibration **Principle:** Gravimetry			

	Display: High resolution color TFT, 5.7" graphic display **Features:** • USB (integrated into weighing module); RS-232C accessory interface, 25-pin (integrated into weighing module); Ethernet (integrated into display unit) • Motorized calibration and adjustment function with built-in calibration weight • Level indicator with levelling feet • With sampling chamber • Centering disk for evaporation chamber • Readability of 0.001 mg • Ionization blower to eliminate electrostatic charges on sample containers and samples • Stabilization time: ≤ 8 seconds • Draft shields Flat, stainless steel weighing pan with no draft shield for weighing modules • Manual, glass draft shield for precision balances with a readability of 1 mg and weighing module • Flat, stainless steel weighing pan draft shield (removable, with no glass components) for precision balances with a readability of 1 mg and			

	weighing module. • Manual, glass analytical balance draft shield with smooth-running with wide-opening doors • Automatic, glass motorized draft shield with integrated ionizer to eliminate the impact of electrostatic charges in samples | vessels • Automatic, motorized, round 100% glass draft shield • Manual, stainless steel draft shield for weighing filters **Applications:** Capable of performing density determination; statistics; calculations - averaging, statistics and totals; measurement uncertainty; tare memory; unit conversion; automatic calibration and adjustment function **Hardware**: Supplied with desktop PC with key board • Key board - full size • Mouse with scroll button • Maintains inventory of pipettes • Data records must be GLP compliant - includes mean, accuracy, precision and SD • Pipette calibration kit (hardware) for models with 0.1 mg and 0.01 mg readability Consists of moisture trap and			

	all required adapters • Pipette calibration kit (hardware) for microbalance weighing modules 6.6S and 3.6P Consists of moisture trap and all required adapters • ≥ 4 GB RAM, ≥256 GB hard drive • PC running windows 95/98/NT/2000/XP or higher • Interface: RS232 and USB • Dual core >1.5 GHz • Monitor > 19" widescreen LCD • Operating system: Windows 7 Professional 64 – English. **Pipette Calibration Software**: Designed for single and multi-channel pipettes • Capable of work scheduling • Memory capacity of > 300 calibrations • Compatible with other HIS systems like LIS • Pipette Tracker pipette calibration software. Software and user manual in English only. • Pipette Tracker Pro pipette calibration software, for use in regulated areas, network-able and validatable, according to the 21 CFR Part 11 regulations. • Software and user manual in English only. • Documentation basis for			

	validation (IQ, OQ) of Pipette Tracker PRO version • All documents are in English only. • Protocol Specification and Storage capabilities **Weighing Table:** Each piece provided with anti-vibration table **Special Applications**: Density determination kit for solids and liquids for weighing modules with a readability of < 1 mg • Flexible holder for weigh-in containers and filters up to 120 mm diameter. **Reference Weights** Reference weights are a mandatory requirement • The weights must cover the pipette volume range of 10 µl to 1000 µl • Nominal range: 1 mg to 200 g • The supplier must provide a detailed listing of quantity and the weights for each • The weights must be accompanied with a calibration certificate **Power:** 220 - 240V, 50/60 Hz **Required Accessories:** Printer • Color ribbon • Provided with paper rolls for each printer; 5 rolls • Display cable, for separate setup of display and weighing			

	unit • Software for data communication between balance and PC **Conformance:** CE marked or other internationally recognized standard. **User support:** Provide application training package for users and biomedical engineers • Method Validation/or verification of pipette calibration procedure to be completed before commissioning • Vendor MUST demonstrate capacity to provide service contract and application specialist training • MANDATORY warranty of two years covering service, parts and labor with written maintenance schedule **To include installation, testing, training and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			

17	LABORATORY REFRIGERATOR	UNIT	4	
	Purpose Suitable for medical laboratory use **Type** Vertical refrigerator **Temperature range** 2° - 8°C, adjustable **Physical features**: With double doors • Doors made of glass • Internal storage capacity – 1200 - 1400 liters • Automatic defrost and condensate removal. **Microprocessor control** Digital electronic operation; large and easy-to-read digital display of temperature within 0.1°C . Equipped with a sensor that automatically initiates defrost cycle on demand, eliminating need for a defrost timer, minimizing frost build-up and optimizing coil efficiency. **Alarm System**: Continuous audible and visual warnings for temperature deviations or power failure Audible or visual warnings for door ajar. **Refrigerant:** CFC and HCFC-free **Insulation**: CFC free polyurethane Internal surface made of material that is rust resistant e.g. Aluminum or other suitable material.			

	Caster rollers: • Flexible and lockable polyurethane casters • Adjustable open-wire shelves, four or more in number per chamber • Interior cabinet lights with door activated on/off switch • With a provision for door locking. **Conformance:** Meet UL, cUL, TUV, CE or other internationally recognized standard. **Documentation**: Accompanied with operator and service manuals written in English. **Warranty:** Minimum one year warranty covering parts, service and labor. **Power** :Power rating: 220/240V, 50/60Hz and provided with AVS. **Training**: Provide onsite training for and biomedical engineers **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
18	**FRIDGE/FREEZER COMBINATION 510 - 600 LITERS**	**UNIT**	**200**	

	Purpose: General use. **Type:** Vertical refrigerators **Total capacity:** Approximately 510 - 600 liters. **Freezer compartment**: 250 - 300 liters. **Fridge compartment:** 250 - 300 liters. **Temp range:** Adjustable refrigerator temperature control range 2° - 8°C. Adjustable freezer temperature control range of -10°C - -30°C. **Refrigerant**: CFC and HCFC-free. **Insulation:** CFC free **PHYSICAL FEATURES:** • Must have a combination of both refrigerator and freezer compartments with separate doors. • Automatic defrost and condensate removal. • Internal surface made of material that is rust resistant e.g. Aluminum or other suitable material. • Lockable caster rollers – flexible and lockable polyurethane casters or stand. • Adjustable open-wire shelves,			

	four or more in number per refrigerator and freezer chamber. • Interior cabinet lights with door activated on/off switch. • With a provision for door locking. • Conformance: Meet UL, cUL, TUV, CE standards or equivalent. • Accessories: Accompanied with operator and service manuals written in English. • Accessories: AVS surge protector is mandatory. • Warranty: Minimum one year covering parts, service and labor. • Power rating: 220/240V, 50/60 Hz **To include installation, testing and commissioning.** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			

19	VENTILATED WORK STATIONS (TB HOODS)	UNIT	100	
	• Protects worker and environment. • Partially-enclosed workspace from which air is drawn inward, away from the user and exhausted outside of the laboratory. • The inner material and outer body work made of stainless steel, epoxy or other suitable material that is easy to clean, disinfect and resistant to corrosion. • Floor standing provided with stand. • Front angled viewing window made of glass • Front opening for easy access • Noise level of below 67 Db • Minimum air inflow velocity of 0.35 m/s. • Baffle and exhaust collar in the cabinet roof for connecting to a duct. • Provide lighting to illuminate the work area.			

	• Electricity requirements: 220 - 240V, 50 - 60Hz with AVS. • Accompanied with operator, service manuals • Minimum one year warranty and inclusive of parts, service and labor. • To include installation and training of users and biomedical engineers. • Provide on-site testing and/or validation/ certification of the VWS performance prior to use. • Vendor must have ability to provide replacement parts and service back-up **To include installation, testing and commissioning.** **The VWS MUST conform to the design specifications as provided in attachment/appendix** **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			

20	SHELF CABINET	UNIT	5	

	• Tall wood storage cabinet
	• Constructed of solid hardwood with a clear chemical resistant UV finish
	• Approximate dimensions: length - 30 inches, width - 70 inches and height - 15 inches
	• Fixed shelves: 6 or more in total
	• The upper part consist of 3-4 or more open fixed shelves
	• The lower part of cabinet has 2 fixed shelves with two lockable doors
	  • The lower part of cabinet has two solid doors which are lockable at the center
	  • The lower base shall have four stands
	To include installation, testing and commissioning.
	
	Delivery details: Delivery will invariably be approximately 500KM from Nairobi.
	
	INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION			

21	WASTE TRANSFER TROLLEYS	UNIT	5	
	• Designed to move the health care wastes from one point to another transfer station to await collection and disposal. • Material: made of steel, aluminum, fiber glass, polyethylene (LLPD), or of a material of equal or greater durability. • If made of fiber glass shall be of heavy duty. • The trolley shall be stable when standing and have a smooth inside for easy cleaning. • Trolley shall have a lid. The lid should also be easily opened or removable in order to make it easy for liners to be put in and removed. • Trolley shall have a push handle. • Trolley shall be slightly tapered from bottom to top to allow for easy release of contents. • Trolleys shall have wheels with a clearance of at least 9cm. • Castors: wheels made of four strong anti-static castors with brakes, 30 cm in diameter.			

	To include installation, testing and commissioning. **Delivery details: Delivery will invariably be approximately 500KM from Nairobi.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
22	**REFRIDGERATED CENTRIFUGE**	**UNIT**	**3**	
	Purpose: Separating blood and blood components. **Model:** Floor standing **Noise level:** ≤65dB **Required accessories:** Rotors, buckets and adapters. **Functional and performance characteristics** • Maximum speed: Range 500 to 4900 rpm • Speed accuracy: + 20 rpm • Maximum force: ≤6000g • Rotors Swing-out type • Adapters: Provided in sufficient quantities to accommodate blood bags per run • Buckets:Provided in sufficient quantities to accommodate			

	blood bags per run. • Tube type:Blood bags • Capacity: ≥12 blood bags of 450mL with or without satellite bags • Temperature: 0° C – +30°C • Temperature adjustment:Steps of ≤1°C • Temperature control: Over temperature cutoff • Timer Range: 0-59 minutes • Control panel Ergonomic control panel, fully programmable for entry of application parameters. • Microprocessor control operated by touch panel with LED/LCD display • Lid: Interlock lid latch • Motor: Brushless, maintenance free • Variable automatic braking and acceleration control • Internal chamber made of stainless steel or suitable material that is corrosion			

	resistant. • Biosafety: Open access to chamber for ease of cleaning **Operating environment** • Ambient temperature: 10° C to 40°C • Relative humidity: 20% to 90% **Electrical Requirements** • Power rating 220 - 240V, 50/60Hz, Single phase. • Required accessories: AVS surge protector **Quality standards** • Manufacturing standards IEC 60601-1, ISO 9001, ISO 13485 or equivalent. • Conformity to standards IVD- Directive 98/79/EC ,CE, FDA oe equivalents **Documents** • User and operator manuals written in English **Delivery and installation** • Delivery site: National Blood Transfusion Services, Nairobi.			

	• Installation: Complete installation, setting up and commissioning. • Warranty:≥1 year inclusive service, parts and labor **Training:** On-site training to users and biomedical engineers on operation and maintenance. **To include installation, testing and commissioning.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
23	**ULTRA LOW FREEZER**	**UNIT**	**1**	
	Vertical freezer: Suitable for medical laboratory use. **Storage capacity**: Approximately 728 Liters **Temperature range**: 50°C to -86°C (minus 50°C to minus 86°C) with adjustable settings. **Refrigerant**: CFC/HCFC free **Microprocessor**: Adjustable set point for high and low alarm. **Adjustable voltage alarm**, power failure alarm and clean filter alarm **Four or more independent inner shelve doors, w**ith Pressure balance			

	hole. **Electronic door lock at the base and manual at the handle with single set keys.** Temperature controller with R232 port **Equipped with temperature monitoring system** – with real time and printable data output capabilities; provide early warning alerts. Stainless steel inner container surface. Internal surface made of material that is rust resistant e.g. Aluminum or other suitable material **Lockable Caster Rollers** – flexible and lockable polyurethane casters. The door must have a handle for ease of operation Mute energy saving and high efficiency compressor. **Freezer locks** to be in-built with electronic locks with battery back-up for opening. Must have double doors with total of 10 shelves or more i.e. five or more on each side. Have slots for electronically calibratable thermometers. **Tray**: with capacity to carry over 333-500 cryo-vials configurable to freezer management software. Tray must be clearly visible and brailed numbered linear grids in sequential order as per			

	the software. The trays are color coded from top to bottom. Storage Boxes and Dividers Grid numbered cryo-boxes. Transparent blue numbered boxes e.g. 9x9 of 2.0 ml cryo-vials. **Racks:** Sliding Drawer Inventory Racks; surface made of rust-free material e.g. aluminum or other suitable material, with capacity to carry a minimum of 5 trays. The racks must be numbered in a linear sequence e.g. 1 to 20 in a freezer **Accompanied with operator and service manuals written in English** **Conformity:** international quality and safety standards e.g. ANSI/ASHRAE; ISO 817; AS/NZS; AHRI; CE mark, UL/cUL listed or equivalent standards. **Freezer management software:** Compatible with the current operating systems accompanied with license. No requirement for internet upgrades. Must be flexible to be configured and adopted for all archiving needs. Capable of being interfaced with LIS (Laboratory Information System). **Power rating:** 220/240V, 50/60 Hz and provided with AVS. Minimum one year warranty (covering parts, service and labor) and one year service maintenance agreement upon expiry of the warranty period.			

	To include training for users and biomedical engineers. **To include installation, testing and commissioning.** **Delivery details: AMPATH CARE LABORATORY, ELDORET.** **INTERESTED BIDDER MUST SUBMIT ORIGINAL CATALOGUE FROM THE MANUFACTURER FOR EVALUATION**			
	Bidders Name & Signature		**Date & Official Stamp**	

PRICE SCHEDULE FORMS

*[The Bidder shall fill in these Price Schedule Form in accordance with the instructions indicated. The list of line items in the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the technical specifications.*

Item No.	Product Description	UoM	Qty	Unit Price (USD)	Proposed Delivery Schedule (from date of contract signing)	Supplier Delivery Schedule	Manufacturer Source /Origin
1	Biosafety Cabinet Class II, Type A2 3ft	Unit	19		10-12 weeks		
2	Centrifuge, Floor Standing	Unit	10		10-12 weeks		
3	Centrifuge, Bench Top	Unit	40		10-12 weeks		
4	Laboratory Fridge/Freezer Combination, 700L	Unit	40		10-12 weeks		
5	Specimen Biotransport Containers	Unit	54		10-12 weeks		
6	Water Bath	Unit	40		10-12 weeks		
7	Compound Binocular Microscope	Unit	21		10-12 weeks		
8	Laboratory Chair, Ergonomic	Unit	200		10-12 weeks		
9	Pipette, 1000ul	Unit	150		10-12 weeks		
10	Pipette, 200ul	Unit	150		10-12 weeks		
11	Storage Flammable Cabinet	Unit	15		10-12 weeks		
12	Laboratory Freezer, 400L, -10°C to -45°C	Unit	22		10-12 weeks		
13	Autoclave, floor standing, 30L	Unit	30		10-12 weeks		

14	Refridge/Freezer thermometers, digital	Unit	46		10-12 weeks		
15	Blood Bank refrigerators, 20 - 60 units	Unit	30		10-12 weeks		
16	Pipettes Calibration Weighing Balance	Unit	2		10-12 weeks		
17	Laboratory Refrigerator	Unit	4		10-12 weeks		
18	Laboratory Fridge/Freezer Combination, 501-600L	Unit	200		10-12 weeks		
19	Safety Hoods (Ventilated Workstation)	Unit	100		10-12 weeks		
20	Shelf Cabinet	Unit	5		10-12 weeks		
21	Waste Transfer Trolleys	Unit	5		10-12 weeks		
22	Refridgerated Centrifuge	Unit	3		10-12 weeks		
23	Ultra Low Deep Freezer -20ºC to -80ºC	Unit	1		10-12 weeks		
Total cost in USD							
Company Name & Stamp					**Date & Signature**		

ANNEX B

MARKING AND BRANDING REQUIREMENT (Where applicable)

To promote and communicate to Kenyan beneficiaries that this USAID-funded activity is from the American People and to reduce the chances of commodities leaking into the private market, USAID marking requirements will apply as hereunder:

Each unit pack/bottle must be marked with the **black and white text only** that reads **USAID | KEMSA - Not for Resale**

(no logos/emblem will be required).

ANNEX C

Invoicing and Shipping Instructions

INVOICE TO:	USAID Kenya C/o American Embassy UN Avenue, Gigiri Nairobi, Kenya.
CONSIGNED TO:	Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya
SHIPPING MARKS:	Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya
BY E-MAIL:	Copy of Invoice Copy of Packing list Copy of Certificate of Origin Copy of Airway Bill Copy Certificate of Analysis for each batch
WITH THE GOODS OR TO DHL	3 Original invoices signed in ink 3 Original Packing lists 1 Original Certificate of Origin 1 Original Airway Bill

1 Original set of Certificate of Analysis for each batch

BY COURIER (FOR PAYMENT): Original Invoice
Original Packing list
Original Certificate of Origin
Original Airway Bill
Original Certificate of Analysis for each batch
Complete bank details

ANNEX D

Letter of Undertaking Template

<INSERT LETTERHEAD OF MANUFACTURER HERE>

Kenya Medical Supplies Authority (KEMSA)
Commercial Street, Industrial Area
Nairobi/Kenya.

Attention: Procurement Manager

Dear **Sir/Madam,**

RE: LETTER OF UNDERTAKING FOR CONTRACT NO: ……& INVOICE NO: …….
We are supplying the product …… (name of product) bearing batch numbers ……. (attach packing list) per the contract number and invoice number referenced above.

This letter confirms KEMSA shall accept from our warehouse and take possession ("undertake") the products listed above after completion of quality assurance procedures which confirm the quality standards and parameters stipulated by the above-listed contract. If quality assurance procedures confirm the product does not comply with the quality standards and parameters stipulated by this contract we, the manufacturer, will be responsible for all the costs incurred in the shipment of the goods and its subsequent destruction at a place of KEMSA choosing. We also affirm that we, the manufacturer, shall replace the product within the same time period as stipulated in the contract at no extra cost.

If you have any questions please contact me at insert email or insert phone number.

Sincerely,
NAME, POSITION & COMPANY

1.Manufacturer's Authorization Form

Manufacturer's or Producer's letterhead

Kenya Medical Supplies Authority (KEMSA), Nairobi/Kenya

WHEREAS *[insert: **name of the manufacturer or producer**]* (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of *[insert: **name and/or description of the Goods requiring this authorization**]* (hereinafter, "Goods") having production facilities at *[insert: **address of factory**]* do hereby authorize *[insert: **name and address of Bider**]* (hereinafter, the "Bider") to submit a bid, and subsequently negotiate and sign the Contract with you against IFT *[insert: **title and reference number of the Invitation for Bids**]* including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these bid documents.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of *[insert: **title, position, or other appropriate designation**]* and duly authorize to sign this Authorization on behalf of *[insert: **name of manufacturer or producer**]*

2. Tender Security Form

Tender Number: USAID/KEMSA MCP OIT 001/2016-17

Supply and Delivery of Laboratory Equipment

To: Kenya Medical Supplies Authority (KEMSA)
13 Commercial Street, Industrial Area
P.O. Box 47715-00100
Nairobi, Kenya;

WHEREAS *[insert: **name of Tenderer**]* (hereinafter called "the Tenderer") has submitted its tender dated *[insert: **date of tender**]* for the performance of the above-named Contract (hereinafter called "the Tender")

KNOW ALL PERSONS by these present that WE *[insert: **name of bank**]* of *[insert: **address of bank**]* (hereinafter called "the Bank") are bound unto *[insert: **name of Purchaser**]* (hereinafter called "the Purchaser") in the sum of: *[insert: **amount**]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or

2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity and

3. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:

    a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or

    b) Fails or refuses to furnish the Performance Security, in accordance with instructions to tenderers

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in

its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including **thirty (30) days** after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the above date.

Signature of the Guarantor……..
Date:……

(Witness) …….. Date:……

Common Seal of the Bank

3. Form of Tender

ITT N^{o}.: USAID/KEMSA MCP OIT 001/2016-17

Supply and Delivery of Laboratory Equipment

To:
Kenya Medical Supplies Authority (KEMSA)

13 Commercial Street, Industrial Area

P.O. Box 47715-00100

Nairobi, Kenya;

Dear Sir or Madam,

1. Having examined the tender documents including **Addenda Nos.……[Insert numbers]** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Deliver of Laboratory Equipment** in conformity with the said tender documents for the sum of [**Insert: Total tender amount in words and figures**] ……

   ……

   ……..

   or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10% Percent of the Contract Price** for the due performance of the Contract, in the form prescribed by **Kenya Medical Supplies Authority (KEMSA).**

4. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this …… day of ……. 20……

Signed…….

In the capacity of [***insert: title or position***]……..

Duly authorized to sign tender for and on behalf of *[**insert: name of tenderer**]*

4.Declaration of Undertaking (Integrity Statement)

Ethics and Anti – Corruption Policy in the Procurement Process

Undertaking by Bidder on Anti – Corruption Policy / Code of Conduct and Compliance Programme

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Kenya Medical Supplies Authority (KEMSA) is a state corporation under the Ministry of Health established under the KEMSA Act 2013 to procure, warehouse and distribute drugs and medical supplies for prescribed public health programs, the national strategic stock reserve, prescribed essential health packages and national referral hospitals in Kenya, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with KEMSA must comply with:

(1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

(2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.

(3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.

c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.

d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

(4) Tenders which do not conform to these requirements shall not be considered.

(5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

a) Cancellation of the contract;

b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

(6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

(7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

MEMORANDUM (FORMAT)

(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act 2015)

This company _____*(name of company)* has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied

with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers')"

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

5. Supplier Data Record

SUPPLIER BUSINESS DETAILS (fill in Block letters)		
Company Name:		
Company Post Office Address:		
Telephone Nos: Office No. ---------- --- Mobile No. ---------- _____	Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____	e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____
Company Registration Number: 1. Location of business premises ---------- 2. Building name and number ---------- 3. Floor Number ---------- 4. Room number ---------- 5. Plot Number ---------- 6. VAT Certificate Number ---------- 7. Local Authority License Number ---------- Expiry Date ---------- --- 8. PIN certificate Number ---------- 9. Website if any ----------		
When submitting your bid, please ensure that you submit copies of the following documents; **1. Copy of Certificate of incorporation** **2. Copy of current Tax Compliance Certificate**		

<table>
<tr><td colspan="2">Contact Name:</td><td>Job Title:</td></tr>
<tr><td>Telephone No.

_____</td><td>Fax No.
(with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):
_____</td><td>e-Mail Address
(with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):

_____</td></tr>
<tr><td colspan="3">Main business activity</td></tr>
<tr><td colspan="3"><u>Please NOTE giving false information in this section will lead to outright Disqualification from tendering process</u>.</td></tr>
<tr><td colspan="3">Type of organization (please tick as necessary)
1. Partnership
2. Co-operative
3. Private Ltd.
4. Public Company
5. Other.</td></tr>
<tr><td colspan="2">Type of premises (tick as necessary)
1. Factory
2. Warehouse
3. Other.</td><td>Freehold

Leasehold</td></tr>
</table>

Names of executives

Chairman ---------- ---------Nationality ----------Shares held --------

Managing Director ----------Nationality ----------Shares held -------

Company Secretary ----------Nationality ----------Shares held --------

Name of Directors

1. ---------- ----------Nationality ---------- Shares held -------
2. ---------- --------Nationality ---------- Shares held -------
3. ----------Nationality ---------- Shares held -------
4. ----------Nationality ---------- Shares held --------
5. ---------- -----Nationality ---------- Shares held --------

Name and address of ultimate holding company and any subsidiary companies

Total no. of employees in group	No. of locations/premises in group

Member of a Trade Association?

Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

1. 5.
2. 6.
3. 7.
4. 8.

Bidders should only provide documentation for products they are offering to supply in the tender

Bank References and other details

A) Primary Bank (The Main Bank)
1) Name: ---------- 2) Postal Address:---------- 3) Telephone Land line number:---------- 4) Fax Number: ---------- 5) Email Address:----------
Name of the account: ----------

Account number: ----------	Number of years operated:----------

SECONDARY BANKERS (if applicable)
Bank name and address: ----------
Name of the account: ----------

Account number: ----------	Years of operation ----------

Commercial References
Provide names and contact details of four customers that have done business with you in the last three years.
A) Trade References - customer 1

Activity: ----------	Period of relationship: (Year) ----------
Contact name: ---------- ----------	Fax no. ---------- Email address: ----------
Value of contract orders in USD----------	
Telephone No. ---------- Physical address; ----------	
B) Trade References - Customer 2	
Activity: ----------	Period of relationship: (Year) ----------
Contact name: ---------- ----------	Fax no. ---------- Email address: ----------
Value of contract orders in USD----------	

Telephone No. ---------- Physical address; ----------	
Trade References - customer 3	
Business Activity: ---------- ----------	Period of relationship (year) ----------
Contact name: ---------- ----------	Fax no.---------- Email address: ----------
Value of contract orders in Kenya Shillings KSHS ----------	
Telephone No. Mobile ---------- Telephone Number Land line ---------- Physical address: ----------	
Trade References - customer 4	
Business Activity: ----------	Period of relationship (year) ----------
Contact name: ---------- ----------	Fax no.---------- Email address: ----------

Value of contract orders in Kenya Shillings KSHS ----------
Telephone No. Mobile ---------- Telephone Number Land line ---------- Physical address: ----------
SUPPORT SERVICES AVAILABLE
What after sales / warranty / spare parts / support services / local agent / repair are available? (Please feel free to attach any further supporting information with this form)
DECLARATION BY THE APPLICANT

Full names: ---------- Telephone Number mobile ---------- Telephone No. Land Line ----------	Job title of signatory:----------
Signature of the applicant……	Date of application: ----------

Please affix company rubber stamp or seal

6.Performance Security Bank Guarantee (Unconditional)

Date:…….

Tender Number: USAID/KEMSA MCP OIT 001/2016-17

Supply and Delivery of Laboratory Equipment

To: Kenya Medical Supplies Authority, Nairobi/Kenya acting for an on behalf of the United States Agency for International Development (USAID).

Dear Sir or Madam:

We refer to the Contract Agreement ("the Contract") signed on *[insert: **date**]* between you and *[insert: **name of Supplier**]* ("the Supplier") concerning the provision of *[insert: **a brief description of the Goods**]*. By this letter we, the undersigned, *[insert: **name of bank**]*, a bank (or company) organized under the laws of *[insert: **country of bank**]* and having its registered/principal office at *[insert: **address of bank**]*, (hereinafter, "the Bank") do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of *[insert: **amount in numbers and words**]*. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank