KENYA MEDICAL SUPPLIES AUTHORITY YOUR PARTNER IN HEALTHCARE

Open International Tender (OIT)

Government of Kenya,
Ministry of Health
Nairobi/Kenya

Tender Document

For the

Supply and Delivery of HIV DR Genetic Analyser

ITT No.: GF ATM HIV NFM - 17/18 – OIT - 009

Tender Closing Date: December 1 2017

Time: 10.00 a.m. (Nairobi Local Time)

INVITATION TO TENDER (ITT)

OPEN INTERNATIONAL TENDER (OIT)

GLOBAL FUND HIV/AIDS PROGRAM, GRANT: KEN-H-TNT

ITT NO.: GF ATM HIV NFM - 17/18-OIT-009

SUPPLY AND DELIVERY OF HIV DR GENETIC ANALYSER

Date: November 9, 2017

1. The Government of Kenya has received a grant from the **Global Fund** to fight **HIV; TB & Malaria under New Funding Model (NFM)** which it intends to use part of the proceeds to fund payments under the contract (s) for the supply and delivery of **HIV DR Genetic Analyzer**.

2. The **Kenya Medical Supplies Authority (KEMSA),** on behalf of the Government of Kenya, Ministry of Health, and Global fund herewith invites sealed tender (s) for:

Supply of HIV DR Genetic Analyser

3. This Tender shall be conducted through the **Open International Tender (OIT)** procedure specified in the Government of Kenya (GOK), The Public Procurement and asset Disposal Act 2015 and the Global Fund's Policies on Procurement and Supply Management, June 2012.

4. Interested eligible bidders may obtain further information from KEMSA office and inspect the bidding documents at the address given below on normal working days on **Mondays to Fridays between 09.00 to 16.00 hours** except on public Holidays **or** download at the **IFMIS Supplier portal** http://supplier.treasury.go.ke. 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).

5. A complete set of bidding documents in English may be purchased by interested bidders on the submission of **a written application** 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**.

6. Complete serialized/paginated bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the tender number and description must be delivered to the address below at or **before 10:00 AM on the December 1, 2017** and must be accompanied by a bid security of an

amount of **USD 26,000.00** or **KES 2,600,000.00**. Tenders can be dropped at **KEMSA Tender Box 2** for **Global Fund Tenders** at **KEMSA, Main Reception**. Tenders will be opened immediately thereafter, in the presence of the Tenderers' representatives who choose to attend. Late bids, portion of bids, electronic bids, bids not received, bids not opened and not read out 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 / SUPPLIERS

Tender No.: GF ATM HIV NFM - 17/18-OIT 009

Tender Description: Supply and Delivery of HIV DR Genetic Analyser

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 below;

procurement.programs@kemsa.co.ke

Table of Contents

Section I. Instructions to Tenderers 6
Table of Clauses.....7

Section II. Appendix.....27

Section III. General Conditions of Contract 34
Table of Clauses.....35

Section IV. Special Conditions of Contract.....44
Table of Clauses.....45

Section V. Schedule of Requirements 51

General Technical Specifications.....53

Section I. Instructions to Tenderers

Table of Clauses

A. Introduction 8
1. Scope of Tender 8
2. Source of Funds 8
3. Fraud and Corruption 8
4. Eligibility 9
5. Eligible Goods 10
7. Qualifications of the Tenderer 12
8. One Tender per Tenderer 12
9. Cost of Tendering 12

B. The Tender Documents 13
10. Content of Tender Documents 13
11. Clarification of Tender Documents 13
12. Amendment of Tender Documents 13

C. Preparation of Tenders 14
13. Language of Tender 14
14. Documents Constituting the Tender 14
15. Tender Form 15
16. Tender Prices 15
17. Currencies of Tender 16
18. Period of Validity of Tenders 16
19. Tender Security 16
20. Alternative Proposals by Tenderers 17
21. Format and Signing of Tender 17

D. Submission of Tenders 18
22. Sealing and Marking of Tenders 18
23. Deadline for Submission of Tenders 18
24. Late Tenders 19
25. Modification and Withdrawal of Tenders 19

E. Opening and Evaluation of Tenders 20
26. Tender Opening 20
27. Clarification of Tenders 20
28. Confidentiality 21
29. Examination of Tenders and Determination of Responsiveness 21
30. Correction of Errors 22
31. Conversion to Single Currency 22
32. Evaluation and Comparison of Tenders 22

F. Award of Contract 24
33. Post qualification 24
34. Award Criteria 25
35. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders 25
36. Purchaser's Right to Vary Quantities 25
37. Notification of Award 25
38. Signing of Contract 26
39. Performance Security 26

Section I. Instructions to Tenderers

A. INTRODUCTION

1. Scope of Tender

1.1 The Purchaser, as specified in the **Appendix** and in the Special Conditions of Contract (**SCC**), invites tenders for supply of goods as specified in the **Appendix** and described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Appendix** and in the **SCC**.

1.2 Throughout these tender documents, the terms "in writing" means communicated in written form (e.g. by mail, e-mail fax or telex) with proof of receipt and "day" means calendar day. Singular also means plural.

2. Source of Funds

2.1 The Beneficiary named in the **Appendix** has received funding as identified in the **Appendix** to the amount indicated in the **Appendix** toward the cost of the project named in the **Appendix**. The Purchaser intends to apply a part of the proceeds of this fund to eligible payments for which these tender documents are issued.

3. Fraud and Corruption

3.1 It is the Purchaser's policy to require that beneficiaries, as well as Tenderers/Suppliers/Suppliers under the Purchaser's financed contracts, observe the highest standard of ethics during the procurement and execution of such. In pursuance of this policy, the Government of Kenya defines, for the purposes of this provision, the terms set forth below as follows:

(a) (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything or any advantage of value to influence the action of a public official in the procurement process or in execution; and

(a) (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a tender to the detriment of the Beneficiary it includes collusive practices among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, noncompetitive levels and to deprive the Beneficiary of the benefits of free and open competition

and that it

(b) Will not accept a Purchaser's proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in

competing for the tender in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Purchaser's financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Purchaser's financed contract.

3.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 23.1 (d) of the GCC.

3.3 In pursuance of the policy defined in ITT sub-clause 3.1, the Purchaser will cancel the portion of the fund allocated to a contract for Goods or Works if he at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Beneficiary of the funds during the procurement or the execution of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation.

4. Eligibility

4.1 Except as provided in ITT sub-clauses 4.2 and 4.3, this tender process is restricted to:

(a) those prequalified firms from eligible source countries, as defined in Government of Kenya (GOK), The Public Procurement and asset Disposal Act 2015, The Public Procurement and Disposal Regulations 2006 and Global Fund's Policies on Procurement and Supply Management, June 2012, where a prequalification process has been undertaken for the Contract(s) for which these Tender Documents have been issued, or

(b) all firms from eligible source countries, as defined in Government of Kenya (GOK), The Public Procurement and asset Disposal Act 2015, The Public Procurement and Disposal Regulations 2006 and Global Fund's Policies on Procurement and Supply Management, June 2012 where a prequalification process has not been undertaken for the contract(s) for which these Tender Documents have been issued.

4.2 Firms may be excluded from tendering if:

(a) either, as a matter of law or official regulation, the Beneficiary's country prohibits commercial relations with that country, provided that the Purchaser is satisfied that such exclusion does not preclude effective competition for the Supply of Goods required;

(b) a firm has been engaged by

i) the Beneficiary or

ii) the Purchaser or

iii) a Purchasing Agent that has been duly authorized to act on behalf of the Purchaser to provide consulting Goods for the preparation of the design, specifications and other documents to be used for the procurement of the Goods described in these tender documents.

(c) government-owned enterprises in the Beneficiary's country may participate only if they can establish that they

(i) are legally and financially autonomous and

(ii) Operate under commercial law. No dependent agency of the Beneficiary under a Purchaser's financed project shall be permitted to tender or submit a proposal for the procurement of Goods under the project.

4.3 A firm declared ineligible in accordance with ITT sub-clause 3.1 (c) shall be ineligible to tender for a contract awarded by the Purchaser during the period of time determined by the Purchaser.

4.4 Pursuant to ITT sub-clause 14.1, the Tenderer shall furnish, as part of its tender, documents establishing, to the Purchaser's satisfaction, the Tenderer's eligibility to tender.

4.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and services

5.1 Funds from the Purchaser are disbursed only on account of expenditures for the Goods provided by Internationals of eligible source countries where applicable. Where this is applicable the eligible source countries will be defined in the **Appendix**.

5.2 For purposes of this clause, the Internationality of the Tenderer is distinct from the country from where the Goods are Sourced.

5.3 For purposes of this clause, the term "Goods" includes related I.T Equipment's such as per the tender requirements.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Tender Documents

6.1 Pursuant to ITT Clause 14, the Tenderer shall furnish, as part of its tender, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the contract.

6.2 The documentary evidence of the eligibility of the Goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered that shall be confirmed by a Certificate of Origin, issued shortly before the time of shipment.

6.3 The documentary evidence of conformity of the Goods and services to the Tender Documents may be in the form of literature, drawings, and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of (even allegedly minor) deviations and exceptions to the provisions of the Technical Specifications;

(c). Any other procurement-specific documentation requirement as stated in the **TDS**.

6.4 Unless the **TDS** stipulates otherwise, the Goods to be supplied under the contract shall be registered with the relevant authority in the Purchaser's country. A Tenderer who has already registered its goods by the time of tendering shall submit a copy of the Registration Certificate with its tender. Otherwise, the successful Tenderer, by the time of contract signing, shall submit to the Purchaser evidence establishing to the Purchaser's satisfaction that the Tenderer has complied with all the documentary requirements for registration as specified in the **TDS**.

6.4.1 The Purchaser shall at all times cooperate with the successful Tenderer to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the **TDS**.

6.4.2 If the goods offered by the successful Tenderer have not been registered in the Purchaser's country at the time of contract signing, the contract shall become effective upon such date as the Certificate of Registration is obtained.

6.5 For purposes of the commentary to be furnished pursuant to ITT clause 6.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7. Qualifications of the Tenderer

7.1 The Tenderer shall provide documentary evidence to establish to the Purchaser's satisfaction that:

(a) The Tenderer has the financial and technical capability necessary to perform the contract, meets the qualification criteria specified in the **Appendix**, and has a successful performance history in accordance with criteria specified in the **Appendix**. If a prequalification process has been undertaken for the contract, the Tenderer shall, as part of its tender, update any information submitted with its application for prequalification.

(b) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods;

(c) That, in the case of a Tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an agent in Kenya, equipped and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

8. One Tender per Tenderer

8.1 A firm shall submit only one tender either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITT clause 20). A firm that submits either individually or, as a member of a joint venture, more than one tender will cause all the proposals with the firm's participation to be disqualified.

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

B. THE TENDER DOCUMENTS

10. Content of Tender Documents

10.1 The Tender Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITT clause 12.

Section I.	Instructions to Tenderers (ITT)
Section II.	**Appendix**
Section III.	General Conditions of Contract (GCC)
Section IV.	Special Conditions of Contract (**SCC**)
Section V.	Schedule of Requirements (SoR)
Section VI.	Technical Specifications (TS)
Section VII.	Sample Forms (including Contract Agreement)

10.2 The "Invitation for Tenders" (ITT) does not form part of the Tender Documents and is included as a reference only. In case of discrepancies between the ITT and the Tender Documents listed in 10.1 above, said Tender Documents will take precedence.

11. Clarification of Tender Documents

11.1 A prospective Tenderer requiring any clarification of the Tender Documents shall contact the Purchaser in writing (for these ITT, the term "in writing" means communicated in written form (e.g. email, fax, telex) with proof of receipt at the entity's address as indicated in the **Appendix**. The Purchaser will respond in writing to any request for clarification received no later than **Seven (7)** calendar days prior to the deadline of submission of tenders. The content of the Purchaser's response shall be sent to all prospective Tenderers including a description of the inquiry but without identifying the source of the inquiry.

11.2 Tenderers should familiarize themselves with the requirements of the tender and take them into account in preparing their Proposals. Tenders are invited to attend a pre-bid conference if one is specified in the **APPENDIX.** Attending the pre-bid conference is optional; however, the deliberations of this meeting will be communicated to all interested tenderers.

12. Amendment of Tender Documents

12.1 At any time prior to the deadline for submission of tenders, the Purchaser may amend the Tender Documents by issuing addenda/amendments.

12.2 Any addendum/amendment thus issued shall be part of the Tender Document pursuant to ITT sub-clause 10.1 and shall be communicated in writing to all purchasers of the Tender Documents and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the addendum/amendment will have been taken into account by the Tenderer in its tender.

12.3 To give prospective Tenderers reasonable time in which to take addenda/amendments into account in preparing their tenders, the Purchaser may extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all Tenderers in writing of the extended deadline.

C. PREPARATION OF TENDERS

13. Language of Tender

13.1 The tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the **Appendix.** Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Appendix,** in which case, for purposes of interpretation of the Tender, the translation shall govern.

14. Documents Constituting the Tender

14.1 The tender submitted by the Tenderer shall comprise the following:

(a) duly filled-in Tender Form and Price Schedule, in accordance with the forms indicated in Section VII;

(d) original form of tender security in accordance with the provisions of ITT sub-clause 19 (Tender Security);

(c) alternative offers, at the Tenderer's option, when permitted;

(d) written power of attorney, authorizing the named signatory of the tender to commit the Tenderer and showing the authorizing as well as the authorized person's function in the firm, name and signature;

(e) in the absence of prequalification, documentary evidence in accordance with ITT sub-clause 4.4 establishing to the Purchaser's satisfaction the Tenderer's eligibility to tender including but not limited to documentary evidence that the Tenderer is legally incorporated in a territory of an eligible source country as defined under ITT clause 4;

(f) documentary evidence establishing to the Purchaser's satisfaction, and in that the Goods to be supplied by the Tenderer pursuant to ITT clause 5, conform to the Tender Documents;

(g) Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITT clause 7 that the Tenderer is qualified to perform the contract if its tender is accepted. In the case where prequalification of Tenderers has been undertaken, and pursuant to ITT clause 7.1 (a) the Tenderer must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;

(h) Any other documentation as requested in the **Appendix**.

15. Tender Form

15.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Tender Documents, indicating the Goods to be supplied, their brief description, quantity, and prices.

16. Tender Prices

16.1 The Tenderer shall indicate in the Price Schedule, as applicable, the unit prices of each item, total prices of each item, and the total tender price of the Goods it proposes to supply under the contract. ***The quoted prices should be typed in indelible ink and not hand written.***

16.2 The trade terms EXW and DDU shall be governed by the rules prescribed in the current edition at the time of tender submission of the *Incoterms* published by the International Chamber of Commerce, Paris, added by any deviation if so specified in the **TDS**.

16.3 Unless otherwise specified in the **TDS**, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITT clause 29.

16.4 Pursuant to sub-clause 16.1 above, and if so indicated in the **TDS**, tenders are being invited for all items. Each item offered must comprise the full quantity required under each

item.

17. Currencies of Tender

17.1 The Tenderer may express the tender price of the Health Sector Goods to be supplied entirely in any free convertible currency. If the Tenderer wishes to be paid in a combination of different currencies, it must quote its prices accordingly, but no more than three foreign currencies may be used. Tenderers expressing their foreign currency requirements in any of the International currencies should do so in accordance with the provisions of the **Appendix**.

18. Period of Validity of Tenders

18.1 Tenders shall remain valid for the period stipulated in the **Appendix** after the date of tender submission specified in ITT clause 23. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Purchaser may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its tender security. Except as provided in ITT clause 18.3, a Tenderer agreeing to the request will not be required or permitted to modify its tender, but will be required to extend the validity of its tender security for the period of the extension.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding eighty-six (86) days beyond the tender validity specified in the **Appendix**, the contract price may be increased by a factor that reflects changes in the cost of inputs.

19. Tender Security

19.1 Unless otherwise specified in the **Appendix**, the Tenderer shall furnish, as part of its tender, a tender security in the amount stipulated in the **Appendix** in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.

19.2 The tender security shall remain valid for a period of thirty (30) days beyond the validity period for the tender.

19.3 The tender security shall be denominated in the currency of the Purchaser's country or in a freely convertible currency and shall be, at the Tenderer's option, in one of the following forms:

(a) a cashier's or certified cheque;

(b) a letter of credit issued by a reputable Bank located in any eligible country;

(c) a unconditional Bank Guarantee issued by a reputable

Bank selected by the Tenderer, located in any eligible country. Tender Securities from Insurance companies shall not be accepted. The format of the Bank Guarantee shall be in accordance with the form of tender security included in Section VII. ()***Tender securities from insurance companies shall not be accepted***

19.4 Any tender not accompanied by an acceptable tender security shall be rejected by the Purchaser as nonresponsive. The tender security of a joint venture must be in the name of the joint venture submitting the tender.

19.5 The tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 30 days after the expiration of the period of tender validity.

19.6 The tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required performance security.

19.7 The tender security may be forfeited

(a) if the Tenderer withdraws its tender, except as provided in ITT sub-clauses 18.2 and 25.3; or

(b) if the Tenderer does not accept the correction of its tender price, pursuant to ITT clause 30; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

(i) sign the agreement, or

(ii) Furnish the required performance security.

20. Alternative Proposals by Tenderers

20.1 Unless specified in the **Appendix**, alternative tenders shall not be accepted.

21. Format and Signing of Tender

21.1 The Tenderer shall prepare an original and the number of copies/sets of the tender indicated in the **Appendix**, clearly marking each one as "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

21.2 The original and all copies of the tender, each consisting of the documents listed in ITT sub-clause 14.1, shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The authorization shall be indicated by written power of attorney, which pursuant to ITT sub-clause 14.1 (d) shall accompany the tender.

21.3 Any interlineations, erasure, or overwriting to correct errors made by the Tenderer shall be initialed by the person or persons signing the tender.

21.4 The Tenderer shall furnish in the Tender Form (a sample of which is provided in the Sample Forms Section of the tender documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to the execution of the contract if the Tenderer is awarded the contract.

D. SUBMISSION OF TENDERS

22. Sealing and Marking of Tenders

22.1 The Tenderer shall enclose the original and each copy of the tender including alternative tenders, if permitted in accordance with ITT clause 20, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in one outer envelope.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Tenderer;

(b) be addressed to the Purchaser at the address given in the **Appendix**;

(e) bear the specific identification of this Tender process indicated in the **Appendix**, the Invitation for Tenders (IFT) title and number indicated in the **Appendix**; and

(f) Bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the **Appendix** relating to ITT sub-clause 23.1.

22.3 If the outer envelope is not sealed and marked as required by ITT sub-clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the tender.

23. Deadline for Submission of Tenders

23.1 Tenders must be received by the Purchaser at the address specified in the **Appendix** relating to ITT sub-clause 22.2 (b) no later than the time and date specified in the **Appendix**.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with ITT sub-clause 12.3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser in the **Appendix** pursuant to ITT clause 23 will be rejected and returned unopened to the Tenderer.

25. Modification and Withdrawal of Tenders

25.1 The Tenderer may modify or withdraw its tender after submission, provided that written notice of the modification, or withdrawal of the tenders duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of tenders.

25.2 The Tenderer's modification shall be prepared, sealed, marked, and dispatched as follows:

(a) The Tenderer shall provide an original and the number of copies specified in the **Appendix** of any modifications to its tender, clearly identified as such, in two inner envelopes duly marked "TENDER MODIFICATION-ORIGINAL" and "TENDER MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "TENDER MODIFICATION."

(b) Other provisions concerning the marking and dispatch of tender modifications shall be in accordance with ITT sub-clauses 22.2 and 22.3.

25.3 A Tenderer wishing to withdraw its tender shall notify the Purchaser in writing prior to the deadline prescribed for tender submission. A withdrawal notice shall be received prior to the deadline for submission of tenders. The notice of withdrawal shall:

(a) be addressed to the Purchaser at the address named in the **Appendix**,

(b) bear the specific identification of the Tender process (Contract name), the IFT title and IFT number, and the words "TENDER WITHDRAWAL NOTICE," and

(c) Be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the tender.

25.4 Tenders requested to be withdrawn in accordance with ITT sub-clause 25.3, shall be returned unopened to the Tenderers.

25.5 No tender may be withdrawn in the interval between the tender submission deadline and the expiration of the tender validity period specified in ITT clause 18. Withdrawal of a tender during this interval may result in the forfeiture of the Tenderer's tender security, pursuant to ITT sub-clause 19.7.

E. Opening and Evaluation of Tenders

26. Tender Opening

26.1 The Purchaser will open all tenders, including withdrawal notices and modifications, in public, in the presence of Tenderers' representatives who choose to attend, at the time, on the date and at the place specified in the **Appendix**. Tenderers' representatives shall sign a register as proof of their attendance.

26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding tender shall not be opened but returned to the Tenderer. No tender withdrawal shall be permitted unless the corresponding withdrawal notice is read out at tender opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding tender.

26.3 Tenders shall be opened one at a time, reading out the name of the Tenderer and whether there is a modification; the tender price of each item, as the case may be, including discounts and alternative offers, if allowed in the **Appendix**; the presence or absence of a tender security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No tender shall be rejected at tender opening except for late tenders pursuant to sub-clause 24.1.

26.4 Tenders (and modifications sent pursuant to ITT sub-clause 25.2) that are not opened or read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

26.5 The Purchaser will prepare minutes of the tender opening at the end of the opening session, including, as a minimum: the name of the Tenderer and whether there was a withdrawal or modification; the tender price; including any discounts or alternatives offered if permitted in the **Appendix**; the presence or absence of a tender security; the presence or absence of requisite powers of attorney. The Tenderer's representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Tenderers who request them.

27. Clarification of Tenders

27.1 During evaluation of the tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation

of the tenders, in accordance with ITT Sub-Clause 30.1.

28. Confidentiality

28.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the Notification of Contract award is made to all Tenderers.

28.2 Any effort by a Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer's tender.

28.3 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to its tender, it should do so in writing.

29. Examination of Tenders and Determination of Responsiveness

29.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these tender documents have been issued, the Purchaser will ensure that each tender is from a prequalified Tenderer.

29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

29.3 Prior to the detailed evaluation, pursuant to ITT Clause 32, the Purchaser will determine whether each tender is of acceptable quality, is complete, and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality or reservation is one:

(i) that limits in any substantial way the scope, quality of the Goods;

(ii) that limits, in any substantial way that is inconsistent with the tender documents, the Purchaser's rights or the successful Tenderer's obligations under the Contract;

and

(iii) the acceptance of which would unfairly affect the

competitive position of other Tenderers who have submitted substantially responsive tenders.

29.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself, and any written clarification submitted by the Tenderer in accordance with ITT sub-clause 27.1.

30. Correction of Errors

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

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Purchaser will convert all tender prices expressed in the various currencies in which they are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country

or

(b) any other freely convertible currency at the selling rate of exchange published in the International press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

31.2 The currency selected for converting tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Appendix**.

32. Evaluation and Comparison of Tenders

32.1 The Purchaser will evaluate and compare the tenders that have been determined to be substantially responsive, pursuant to ITT clause 29.

32.2 The Purchaser's evaluation of a tenders will exclude and not take into account:

(a) any allowance for price adjustment during the period of execution of the Contract, if not provided for in the **Appendix**.

32.3 The comparison shall be between the price of supplying the I.T Equipment, such price to include any incidental costs, as well as duties and taxes paid or payable relevant to the

service.

32.4 The Purchaser's evaluation of a tender will take into account one or more of the following factors as specified in the **Appendix**, and quantified in ITT sub-clause 32.5*:*

(i) delivery schedule offered in the tender;

(ii) deviations in payment schedule from that specified in the **SCC**;

(iii) Other specific criteria indicated in the **Appendix** and/or in the Technical Specifications.

32.5 For factors retained in the **Appendix** pursuant to ITT sub-clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Appendix**:

(a) Delivery schedule.

(i) The Purchaser requires that the goods under these Tender Documents shall be performed at the time specified in the Schedule of Requirements. A delivery "adjustment" will be calculated for and added to each tender by applying a percentage, specified in the **Appendix**, price for each week of delay beyond the requested time of delivery specified in the Schedule of Requirements for evaluation purposes. No credit shall be given to early delivery.

or

(ii) The goods covered under these Tender Documents are required to be performed within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and tenders offering delivery beyond this range may be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the **Appendix**, will be added for evaluation to the tender price of tenderers offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required partial performed in partial deliveries, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the tender price a factor

equal to a percentage, specified in the **Appendix**, of price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule.

(i) Tenderers shall state their tender price for the payment schedule outlined in the **SCC**. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Tenderer.

or

(ii) The **SCC** stipulates the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is permitted in the **Appendix**, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared with those stipulated in this invitation, at the rate per annum specified in the **Appendix**.

(c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Appendix** and/or in the Technical Specifications.

F. AWARD OF CONTRACT

33. Post qualification

33.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITT sub-clause 7.1 and any additional post qualification criteria stated in the **Appendix**. If a prequalification process was undertaken for the contract(s) for which these tender documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Tenderer that has submitted the lowest evaluated tender to perform the Contract.

33.2 The determination will evaluate the Tenderer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT sub-clause 7.1, as well as other information the Purchaser deems necessary and appropriate.

33.3 An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next-lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

34. Award Criteria

34.1 Pursuant to ITT clauses 32, 33 and 38, the Purchaser will award the Contract to the Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily, pursuant to ITT clause 33

35. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

35.1 The Purchaser reserves the right to accept or reject any tender, or to annul the Tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s).

36. Purchaser's Right to Vary Quantities

36.1 The Purchaser reserves the right during the life of the contract to increase or decrease, by the percentage indicated in the **Appendix**, the quantity of goods beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, except the delivery schedule.

37. Notification of Award

37.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing that its tender has been accepted, the receipt of which must be confirmed in writing.

37.2 A written contract will constitute the formation of the Contract*, subject to "no appeal"* from unsuccessful tenderer's within the period of fourteen (14) days from the date of Notification of Award.

37.3 At the same time as the successful tenderer is notified of the award, the unsuccessful tenderer(s) shall be notified that their tender(s) were unsuccessful.

37.4 Upon the successful Tenderer's furnishing of the signed Contract Form and performance security pursuant to ITT clause 39, the Purchaser will promptly discharge the tender security of each unsuccessful Tenderer(s), pursuant to ITT

clause 19.

37.5 If, after notification of award, a Tenderer wish to ascertain the grounds on which it's tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

38. Signing of Contract

38.1 Promptly after the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will; after fourteen days (14) but within twenty one days (21days) send the Tenderer the Contract Form provided in the Tender Documents, incorporating all agreements between the parties.

38.2 Within Seven (7) days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form and return it to the Purchaser.

39. Performance Security

39.1 Within twenty-one (21) days of the receipt of Notification of Award from the Purchaser, the successful Tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Tender Documents or in another form acceptable to the Purchaser.

39.2 Failure of the successful Tenderer to comply with the requirement of ITT clause 38 or ITT sub-clause 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Purchaser may make the award to the next-lowest evaluated tenderer or call for new tenders.

Section II. Appendix

TENDER DATA SHEET (TDS)

The following specific data for the goods to be procured shall complement, supplement or amend the provisions in the Instructions to Tenderers **(ITT).** Whenever there is a conflict, the provisions in the Tender Data Sheet (**TDS**) shall prevail over those in the ITT.

A. GENERAL

ITT 1.1	Name of Purchaser: **Kenya Medical Supplies Authority, acting for and on behalf of Government of Kenya, Ministry of Health** **Global Fund, Kenya Program** Name of authorized Purchasing Agent: **Kenya Medical Supplies Authority** Type of goods: **Health Sector Goods**: **Supply and Delivery of HIV DR Genetic Analyser** IFT No.: **GF ATM HIV NFM - 17/18 – OIT - 009**
ITT 2.1	Name of the Beneficiary: GOK MINISTRY OF HEALTH Name of Project: Global Fund HIV New Funding Model (NFM) Procurement Budget: **Approx.: USD1,300,000.00**
ITT 4.1 & 5.1	Applicable Guidelines: Government of Kenya (GOK), The Public Procurement and asset Disposal Act 2015, The Public Procurement and Disposal Regulations 2006 (Public Procurement Act) and Global Fund's Policies on Procurement and Supply Management, June 2012, the revised Global Fund Quality Assurance Policy effective from July, 1st 2009 (Global Fund's PSM Policies). In the event of a conflict between the Public Procurement Act and the Global Fund's PSM Policies, the Global Fund's PSM Policies shall prevail. Open Tendering: Call for tender by advertising
ITT 6.3 (c)	Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following shall be included with the Tender: For each Item offered, documentary evidence demonstrating that such product meets the following requirements and standards: a) Evidence of Good Manufacturing Practices (GMP) including; The manufacturer **must** have a management system certified to **ISO 9001** and has been provided with quality certification e.g. Kenya Bureau of Standards KEBS or ISO or equivalent must be provided. b) The Tenderer is required to provide, in support of their technical offer, **Original Manufacturer's Catalogues,**

	Manufacturers' Authorization (if tenderer is not the manufacturer) of the item offered. The item offered as described in the Catalogues and are to be submitted as per technical specifications offered by the Tenderer and shall represent exactly the equipment that is intended to be supplied in case of contract award. *c)* If, for reasons other than the tender specific labeling requirements, the item offered as demonstrated in the manufacturer's Catalogues is not consistent with the required technical specifications then the offer for the particular item shall be rejected.

B. THE TENDER DOCUMENTS

ITT 11.1	Purchaser's address: Kenya Medical Supplies Authority (KEMSA) acting for and on behalf of the Government of Kenya, Ministry of Health **Office Address:** Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya **Postal Address:** P.O. Box: 47715 00100 Nairobi/Kenya Tel: (+254-0)20-3922000 + 254 719033222/240 Fax: (+254-0)20-558100 E-Mail: **procurement.programs@kemsa.co.ke** For clarifications on the Tender document please contact : Procurement Manager - Programs Division Attn. Mr. John Kabuchi P. O. Box 47715 -00100 Nairobi/Kenya Tel: (+254-0)20-3922000 + 0719 033222/240 Fax: (+254-0)20-558100 E-Mail: **procurement.programs@kemsa.co.ke**

C. PREPARATION OF TENDERS

ITT 13.1	The language of all correspondence and documents related to the tender is English. Moreover, the key passages of all accompanying printed literature in any other language must be translated into English.
ITT 16.3	Prices are fixed
ITT 16.4	Tenders are being invited for individual contracts. Tenderers shall quote **100%** of the entire quantity for each items quoted, as per Purchaser's Price Schedule.
ITT 18.1	The tender validity period shall be 90 days after the deadline for tender submission, as specified below in reference to ITT clause 23.
ITT 19.1	**The amount of bid security required is USD 26,000.00** or **KES 2,600,000.00** ***(Only Tender securities from reputable banks shall be accepted).***
ITT 19.2	Tender security must be valid thirty (30) days after the end of the tender validity period. i.e. One Twenty (120) days from the date of tender opening.
ITT 20.1	Alternative offers not allowed.
ITT 21.1	Required number of copies of the tender: 1 original and 1 copy of the tender shall be submitted.

D. SUBMISSION OF TENDERS

ITT 22.2 (b)	The address for tender submission is: Kenya Medical Supplies Authority (KEMSA) **Office Address:** Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya **Postal Address:** P. O. Box 47715 00100 Nairobi/Kenya
ITT 22.2 (c) & (d)	See the above data for ITT 1.1 for the name of the Contract. The Invitation for Tenders title and number are: **Supply and Delivery of HIV DR Genetic Analyser** **IFT No.: GF ATM HIV NFM - 17/18 – OIT - 009** See the below data for ITT sub-clause 23.1 for the deadline for tender submission.
ITT 23.1	See the above data for ITT sub-clause 22.2 (b) for the address and deadline for tender submission.

	Deadline for tender submission is: **December 1, 2017 at 10:00 AM (Nairobi local time)**
ITT 24.1	See the above data for ITT sub-clause 23.1 for the deadline for tender submission.
ITT 25.2 (a)	The required number of copies of tender modifications is the same as the number of copies of the original tender specified above in the data for ITT sub-clause 21.1.
ITT 25.3 (a)	See the above data for ITT Paragraph 22.2 (b) for the address to use for submission of a tender withdrawal notice.

E. TENDER OPENING AND EVALUATION

ITT 26.1	***Time, date, and place for tender opening are:*** **December 1, 2017 at 10:00 AM (Nairobi local time)** at: **Kenya Medical Supplies Authority (KEMSA)** **Commercial Street, Industrial Area** **Nairobi, Kenya**
ITT 31.2	The currency chosen for purpose of converting to a common currency is **Kenya Shillings.** The source of exchange rate is the **Central Bank of Kenya, Nairobi** The date of exchange rate determination is **the selling rate on the day of tender opening.**
ITT 32.3	***The evaluation will take into account:*** a) The Tenderer's conformance to the technical specifications, track record and experience, installed capacity to supply the items, valid tax compliance certificate and certificate of registration/Incorporation. b) For Goods offered from within the Purchaser's country, the cost for inland transportation, insurance, and other incidental costs for delivery of the goods to the final destination, as indicated in ITB 16.2 has to be indicated separately for each item in the Price Schedule for Goods offered from within the Country (A & B bid). The above cost is added to the price EXW to the total unit price for bid evaluation. c) For Goods offered from outside the Purchaser's country, the cost for inland transportation, insurance, and any other incidental costs for handling and delivery of the goods to the final destination, as indicated in the Tender Data Sheet has to be indicated separately for each item in the relevant Price Schedule for Goods offered from Abroad (C bid). The above cost is included in the price for DAP National Public Health Laboratory Block B located at Kenyatta National Hospital Grounds, Nairobi, total unit price for bid evaluation. The above cost will be used to determine the total unit price for bid

	evaluation.

ITT 32.5 (a) (ii)	Delivery schedule The adjustment per week for delivery later than the earliest delivery period within the acceptable range of weeks specified in the Schedule of Requirements is one-half (0.5) per cent per week
ITT 32.5 (b) (ii)	The Purchaser will not accept deviations from the payment schedule as stipulated in the **SCC**.
ITT 32.5 (d)	Evaluation criteria for items Tenderers shall bid for all the items in the Price Schedule. Bids will be evaluated on an item by item basis: **Item:** **Supply and Delivery of HIV DR Genetic Analyser** (a) Tenderers shall quote for all the items and the entire quantity for each item quoted, as per Purchaser's Price Schedule; and (b) The items offered as per Purchaser's Price Schedule must be responsive to the Tender Document. Tendered items not complying with (a) and (b) above shall be treated as non-responsive. Tender evaluation will be made on individual item basis and contract award(s) on individual item basis or combined as one contract for all items awarded to individual successful bidders.

F. AWARD OF CONTRACT

ITT 34.2	Successful bidders will be required to enter into One (1) year contract at the end of the procurement process with initial tender quantities as specified in the schedule of requirements being contracted immediately and subsequent quantities called down 'as and when' need arises. Prices will remain fixed over the One year period.
ITT 36.1	Percentage for increase or decrease of quantity of goods and services originally specified will not exceed fifteen per cent of the original contract quantity as stipulated under ITT 38.3.
ITT 37.1	Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing. The tenderer will be required to confirm in writing the acceptance of the offer within seven (7) days.

ITT 38.2	Within seven (7) days of the invitation to sign and date the contract, the successful Tenderer shall send an authorized signatory to sign the Contract at the purchaser's premises
ITT 38.3	The supply period shall be 12 (twelve) months after effective contract date within which period the purchaser would have made all the calls.
ITT 39.1	Performance Security from a Bank shall be 10% of the initial contract sum and valid for one year renewable. For foreign contractors, the security shall be issued by a local bank or authorized financial institution issued by a corresponding bank in Kenya recognized by the Central Bank of Kenya.

Section III. General Conditions of Contract

Table of Clauses

1. Definitions 36
2. Application 36
4. Standards 37
5. Use of Contract Documents and Information; 37
7. Patent Rights 37
8. Performance Security 37
11. Delivery and Documents 38
12. Insurance 38
13. Transportation 38
14. Incidental Services 38
16. Payment 38
17. Prices 39
18. Change Orders 39
19. Contract Amendments 39
20. Assignment 39
21. Delays in the Supplier's Performance 39
22. Liquidated Damages 40
23. Termination for Default 40
24. Force Majeure 41
25. Termination for Insolvency 41
26. Termination for Convenience 42
27. Settlement of Disputes 42
28. Limitation of Liability 42
29. Governing Language 43
30. Applicable Law 43
31. Notices 43
32. Taxes and Duties 43

General Conditions of Contract (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "Day" means calendar day.

(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.

(e) "Eligible Country" means the countries and territories eligible for participation in procurements financed by The Global Fund as defined in the *Guidelines: Global Fund's Policies on Procurement and Supply Management*

(f) "End User" means the organization(s) where the Goods will be used, as named in the **SCC**.

(g) "GCC" means the General Conditions of Contract contained in this section.

(i) "The Purchaser" means the organization purchasing the Goods, as named in the **SCC**.

(j) "The Purchaser's country" is the country named in the **SCC**.

(l) "**SCC**" means the Special Conditions of Contract.

(m) "The Goods" means those Goods which are to be supplied as per the specifications and any other incidental costs and other such obligations of the Supplier covered under the Contract.

(n) "The Site," where applicable, means the place or places named in the **SCC**.

(o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the **SCC**.

2. Application

2.1 These General Conditions shall apply to the extent that they

are not superseded by provisions of other parts of the Contract.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards in the country. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information;

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

7. Patent Rights

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

8. Performance Security

8.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in the **SCC**.

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

8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format

provided in the Tender Documents or another format acceptable to the Purchaser; or

(b) A cashier's or certified cheque.

8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

11. Delivery and Documents

11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC.**

11.2 For purposes of the Contract, "EXW", "DDU" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are specified in the **SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

12.1 The Goods which will be given under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to, transportation, storage, and delivery in the manner specified in the **SCC.**

13. Transportation

13.1 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within the country, defined as the Site, transport to such place of destination in, including customs clearance, insurance and loading/ offloading, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14. Incidental Services

14.1 The suppliers shall provide such incidental Costs/Services, if any, as are specified in the **SCC.**

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

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC.**

16.2 The Supplier's request(s) for payment shall be made to the

Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the **SCC** subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.

16.5 All payments shall be made in the currency or currencies specified in the **SCC** pursuant to GCC 16.4.

17. Prices

17.1 Prices charged by the Supplier for Goods Supplied under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in the **SCC** or in the Purchaser's request for tender validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) the method of packaging;

(c) the place of delivery; and/or

(d) The Goods/Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Delays in the

21.1 Supply of Goods shall be made by the Supplier in accordance

Supplier's Performance

with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its sub-Contractor(s) should encounter conditions impeding timely delivery of and Supply of Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to Supply any or all Goods & Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed or unsupplied goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC.** Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to supply any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

(c) If the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Purchaser may elect:

(a) to have any portion in the process of performed at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially supplied Goods/Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

27.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect

or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The Contract shall be written in the language specified in the **SCC.** Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the **SCC.**

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the **SCC.**

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

32. Taxes and Duties

32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until performance of the contracted Goods to the Purchaser. The charge of VAT is not applicable for commodities and services being procured with this GF ATM grant. The Purchaser will facilitate VAT exemption upon receipt of the required documentation from the Supplier.

Section IV. Special Conditions of Contract

Table of Clauses

1. Definitions (GCC Clause 1) 46

8. Performance Security (GCC Clause 8) 46

14. Incidental Services (GCC Clause 14) 48

16. Payment (GCC Clause 16) 48

22. Liquidated Damages (GCC Clause 22) 48

27. Settlement of Disputes (GCC Clause 27) 49

29. Governing Language (GCC Clause 29) 49

30. Applicable Law (GCC Clause 30) 49

31. Notices (GCC Clause 31) 49

Special Conditions of Contract

The following Special Conditions of Contract (**SCC**) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses	
1. Definitions (GCC Clause 1)	
GCC 1.1 (f)	The end user is: **Ministry of Health**
GCC 1.1 (i)	The Purchaser is: **Kenya Medical Supplies Authority acting for and on behalf the Government of Kenya, Ministry of Health. The Global Fund Program, Kenya**
GCC 1.1 (j)	The Purchaser's country is: **Kenya**
GCC 1.1 (n)	The Site is: **KEMSA, Industrial Area, Nairobi**
GCC 1.1 (o)	The Supplier is:
8. Performance Security (GCC Clause 8)	
GCC 8.1	Performance security shall be for an amount not less than ten (10) % of the contract price issued by a reputable bank in a freely convertible currency.
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	**Note:** Prior to delivery of the goods, the supplier will be required to ensure that the goods have the appropriate labeling specifications for all the equipment as per the approved specifications which shall be communicated upon contracting. **For Goods supplied from abroad:** **Under Incoterms "DAP, named place of destination"** Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the goods, quantity, date and place of shipment, mode of transportation and estimated date of arrival at the place of destination. In the event of goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company: (i) Three originals and two copies of the Supplier's invoice, showing Purchaser as Consignee*;* the Contract number, grant number, goods' description, quantity, unit price and total amount. Invoices must be signed and stamped or sealed with the

	company stamp/seal in original; (iii) one original and two copies of the negotiable, clean, on-board through-bill of lading marked "freight prepaid" and showing Purchaser as Consignee and Purchaser as the Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements, and two copies of non-negotiable bill of lading or three copies of railway consignment note, road consignment note, truck or air waybill or multi-modal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; four copies of the packing list identifying contents of each package; one copy of the Insurance Certificate, showing the Purchaser as the beneficiary; (iv) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (v) one original of the Supplier's Certificate of Origin covering all items supplied; (vi) original and six copies of the Certificate of Inspection furnished to the Supplier by the nominated inspection agency, (viii) Any other procurement-specific documents required for delivery/payment purposes. (ix) original and six copies of the certificate of weight issued by the port authority/licensed authority At arrival of the goods at port of clearance, the Supplier or its Shipping agent shall provide the Purchaser with: i. Arrival notice and ii. Delivery note. The above documents (i) and (ii) shall be received by the Purchaser immediately after arrival of the goods at port of clearance and, if not received, the Supplier will be responsible for any consequent expenses.
	For Goods from within the Purchaser's country: Under Incoterms "Ex-Works/Ex-Showroom " and delivery to named place of destination The Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of delivery of the goods in writing and deliver the following documents to the Purchaser: (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, grant number; goods' description, quantity, unit price, and total amount. Invoices must be signed and stamped or sealed with the company stamp/seal in original; (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as consignee and delivery through to final destination as stated in the Contract;

	(iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; original of the Supplier's Certificate of Origin covering all items supplied; (vii) original and six copies of the Certificate of Inspection furnished to Supplier by the nominated inspection agency

12. Insurance (GCC Clause 12)	
GCC 12.1	The Insurance shall be in an amount equal to 110 percent of the CIP value of the goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes, and must be valid for 120 days following the date of delivery to the place of destination mentioned in the **TDS**

14. Incidental Services (GCC Clause 14)	
GCC 14.1	Incidental services to be provided: The Supplier shall provide all necessary licenses and permissions mandatory levies within the country that may be required for the Goods. The costs of these shall be deemed included in the Contract Price.
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	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. Payment shall be made in Kenya Shilling or Currency of Bid
22. Liquidated Damages (GCC Clause 22)	
GCC 22.1	The applicable rate is one-half (0.5) percent per week, the maximum rate is ten (10) percent of the Contract Price.

27. Settlement of Disputes (GCC Clause 27)	
GCC 27.2.2	Clause 27.2.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) shall be retained in the case of a Contract with a International of the Purchaser's country. The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows: *(i)* ***Contracts with foreign Supplier:*** GCC 27.2.2 (a) –All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. (ii) ***Contracts with Supplier International of the Purchaser's country:*** In the case of a dispute between the Purchaser and a Supplier who is a International of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
29. Governing Language (GCC Clause 29)	
GCC 29.1	English language
30. Applicable Law (GCC Clause 30)	
GCC 30.1	The Contract shall be interpreted in accordance with the laws of the Republic of Kenya
31. Notices (GCC Clause 31)	

GCC 31.1	**Procurement Agent's address** **Kenya Medical Supplies Authority (KEMSA)** **Office Address:** Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya **Postal Address:** P. O. Box: 47715 00100 Nairobi/Kenya Tel: (+254 726 618520/1, (+ 254 719 033 222/240) Fax: (+254-0)20-558 100 E-Mail: **procurement.programs@kemsa.co.ke** ***Supplier's address: Supplier's address***

Section V. Schedule of Requirements

1. **Price Schedules for Goods Offered**

2. **Schedule of Requirements (refer to attached price schedule)**

Price Schedule for Goods Offered From Abroad

Supply and Delivery of HIV DR Genetic Analyser

IFB Number: GF ATM HIV NFM - 17/18 – OIT - 009

	1	2	3	4				5	6	7	8	9	10
				Unit Price									
No.	Product Description	UOM	Quantity Offered	(a) Unit Price FOB Port of Loading	(b) Unit Price named place of destination	(c) Inland transport, insurance and other local	(d) Other incidental cost as defined in the SCC	TOTAL UNIT PRICE (4a+b+c+d)	TOTAL PRICE (3x5)	Manufacturer	Country of Origin	Delivery Period	Delivery Period offered by Bidder
1	HIV-DR Genetic Analyser Sanger Sequencer 3730 & Associated Pre and Post Analytical Systems	Each	1									12 to 14 Weeks	

* Note. Incase of descripancy between the unit price and total, the unit price shall prevail.

DAP,Named Final Destination - National Public Health Laboratory Block B located at Kenyatta Hospital Grounds, Nairobi

Grand TOTAL BID PRICE (Sum of Lots)

Currency	In Figures	
	In Words	

Procurement Financed under the GF NFM shall be free from any Customs duties, tariffs, import taxes or similar levies (including Value-added tax) imposed under Laws in effect in Kenya

Bidder's Name and Address	Date	Signature and Stamp

Price Schedule for Goods Offered Within The Country

IFB Number: GF ATM HIV NFM - 17/18 – OIT - 009

Supply and Delivery of HIV DR Genetic Analyser

	1	2	3	4			5	6	7	9	10
				Unit Price							
No.	Product Description	UOM	Quantity Offered	(a) Unit Price Port of Entry	(b) Inland transport, insurance and other local costs incidental to delivery	(c) Other incidental cost as defined in the SCC	TOTAL UNIT PRICE (4a+b+c+d)	TOTAL PRICE (3x5)	Manufacturer	Delivery Period	Delivery Period offered by Bidder
1	HIV-DR Genetic Analyser Sanger Sequencer 3730 & Associated Pre and Post Analytical Systems	Each	1							12 to 14 Weeks	

Currency	TOTAL PRICE (Sum of Column 6)	In Figures	
		In Words	

DAP,Named Final Destination - National Public Health Laboratory Block B located at Kenyatta Hospital Grounds, Nairobi

Procurement Financed under the GF NFM shall be free from any Customs duties, tariffs, import taxes or similar levies (including Value-added tax) imposed under Laws in effect in Kenya

Note. Incase of descripancy between the unit price and total, the unit price shall prevail.

Currency	Grand TOTAL BID PRICE (Sum of Lots)	In Figures	
		In Words	

Bidder's Name and Address	Date	Signature and Stamp

Remarks

Section VI. Technical Specifications

1. **Technical Specifications**
2. **General technical specifications**
3. **General packaging instructions**

S/No	Item Description	Technical Specifications	Compliance Sheet To be completed by the Bidder with the required "Relevant Information", duly signed and submitted with the Bid.
01	**HIV-DR Genetic Analyser Sanger Sequencer 3730 & Associated Pre- and Post-Analytical Systems**	I. **General Requirements**; a. **MUST** be WHO HIV DR Gold standard with end to end sequencing solution that covers pre-analytical, analytical and post analytical equipment all compatible with sanger technology to deliver HIV-DR solution b. **MUST** employ Sanger sequencing chain termination technology and associated pre- and post-analytical associated axillary equipment compatible with current WHO gold standard for HIV drug resistance testing c. Both hardware and software supplied by the company MUST have been used extensively worldwide approval rating with more than 5000 publication and ≤50,000 citations; compatible with global gene bank including the Stanford result interpretation platforms d. Use of platform in WHO HIV DR Accredited Laboratories worldwide; with evidence and proof through contacts provided and traceability e. Strong support for both Laboratory sequencing and bioinformatics software application support for users and equipment maintenance f. Sequencing system with 48 capillary that can be upgraded to 96 capillary for higher throughput g. Evidence of FDA or CE approval and method validation published data h. Use of Bioinformatics software compatible with global HIV DR gene bank for mapping resistance and validation worldwide i. Environmental controls through integrated HEPA and UV wall ducted centralised blowers suitable for DR	

		sequencing in 4 designated sequencing and bioinformatics rooms; provide air conditioning NCA registration and certification compliance j. Provide ergonomic seats within work stations for 12 within the three sequencing workflow rooms k. In-country capacity for technical application training and engineering support l. MUST provide technical attaché for support and advisory service during the warranty period until systems run smoothly m. The system MUST have proof of USE in the country and outside especially in ISO 15189 or WHO accredited sequencing Laboratories n. Associated ancillary instrumentation, equipment, reagents, consumables and kits for facilitation of training and further analysis of minimum 500 samples for HIV-Drug resistance testing	
		II. **48-capillary system that offers the same superior data quality and low cost per read in an upgradeable, configuration, to deliver the following**: a. Enhanced data quality and more successful samples per day b. Minimum reagent consumption and sample usage c. High reliability and easy maintenance d. Automated accurate sample tracking e. Integration with reagents, application software, and data f. Integration with existing LIMS Labware software management systems	
		III. Upgradeable to 96 capillaries, for extremely high throughput, 768 samples/day a. Upgrade to include 48-96 capillary conversion kit, b. 96 capillary array (50 cm in length), a c. chemistry kit,	

		d. installation by manufacturer certified field service engineer	
		IV. System MUST Possess Wide range of applications and versatility MUST Provide benchmark for high-throughput genetic analysis, the system's optimized application assays and analysis software to provide a complete solution across a range of genetic analysis applications. Fully supported applications should include the following aspects: a. De novo sequencing b. Resequencing (mutational profiling) c. Microsatellite analysis d. SNP genotyping e. AFLP f. BAC Fingerprinting g. Methylation h. LOH (loss of heterozygosity) **i.** RFLP	
		V. Genetic analysis software suite and hardware a. Sequencing Analysis software—Automates basecalling, and assigns quality values. Allows the option to visualize, edit, print and re-basecall sequence data using the KB basecaller. b. SeqScape software—offers the most complete solution for variant detection projects. The software reads Genbank files to create a reference sequence and annotate sequence features such as protein coding sequence, introns, and exons. In addition, data from dbSNP can be automatically imported to provide accurate nucleotide variants information. c. GeneMapper software—enables configurable, automated allele calling, a valuable asset for high-throughput genotyping. The software can process over	

		100,000 genotypes per hour, and significantly reduce the time and effort in the genotyping process. Tools for microsatellite and SNPlex system data analysis. Analysis support for loss of heterozygosity (LOH) microsatellite assay. New amplified fragment length polymorphism (AFLP) analysis method d. Sequence Scanner software enables viewing and editing of traces and quality control reporting e. Bioinformatics workstation with the following features; **i.** Macintosh integrated desktop/32ő flatscreen **ii.** iMac desktop computer at an event with a 27in retina display **iii.** The new iMac brings the high resolution retina display **iv.** The "retina 5K" display will have a native resolution of 5120x2880 pixels, leading to a 14.7 megapixel display **v.** MUST maintain the slim all-aluminium design, introduced in 2011 along with Apple's Thunderbolt port for fast external connections, while the internals are upgraded with a 3.5Ghz quad-core Intel i7 and an AMD Radeon R9 M290X graphics card **vi.** Two (2) – Macprobook with fully bio	
		VI. Dual-side capillary illumination, Backside-thinned CCD, Integrated auto-sampler and sample plate stacker, On board piercing station, Internal barcode reader and On board polymer for up to 100 runs **a.** Automated base calling and quality value assignment with Automated fragment analysis **b.** POP-7™ Performance Optimized Polymer	

		separation matrix, Actively temperature-controlled oven (18-70°C) 48-hour unattended operation capability	
		VII. Key Benefits **a.** Highest-quality DNA sequencing data bat lowest cost, POP-7™ Polymer separation matrix, increases read length and reduces run time, Multiple run modules provide options for targeted length of read and High optical sensitivity reduces DNA and reagent consumption, **b.** In-capillary detection consumption of 30 times less separation matrix than earlier models, which used sheath flow, High data pass rate and long reads reduce the number of traces required per project, Instrument reliability and easy maintenance reduce overhead and service costs **c.** Highest-quality fragment analysis with Flexible, easy-to-use separation matrix and array can be used for fragment analysis and sequencing **d.** Read Length of 400 - 900 bases **e.** Automated reagent handling for polymer replenishment pump for increased throughput, and On-board reagents support for up to 48hrs unattended operation	
		VIII. Reagents **a.** Compatibility with Big Dye Terminator v1.1 and v3.1, SNPlex™ Genotyping System, SNaPshotR Multiplex Kit, ABI PRISMR Linkage Mapping Set v2.5 and GeneScan™ Size Standards	

		b. The system MUST be supplied with HIV DR reagents for application training for Users, including but not limited to: HIV-1 Genotyping Kit Amplification Module, HIV-1 Genotyping Kit Cycle Sequencing Module, ExoSAP-IT™ PCR Product Clean-up Reagent, Hi-Di Form amide, Genetic Analysis Grade, Big Dye XTerminator® Purification Kit **c.** Supply of HIV DR reagents after completion of installation, application training and method verification **d.** Associated instrument reagents and consumables for operation of up to 1000 tests for HIV-1 drug resistance genotyping. i. DNA Analyser 48-Capillary Array, 50 cm, **Quantity Required: Two (2)** **ii.** POP-7™ Polymer for DNA Analysers **Quantity Required: Two (2)** iii. Running Buffer (10X) **Quantity Required: Two (2)** iv. MicroAmp® Optical 96-Well Reaction Plate with Barcode **Quantity Required: Ten (10)** **v.** UltraPure™ DNase/RNase-Free Distilled Water **Quantity Required: Ten (10)**	
		IX. Instrument configuration a. CE instrument, Computer and flat-panel monitor, Installation chemistry and accessories, Collection and analysis software b. Computer unit: 3.0 GHz Pentium IV processor, Memory: 1 GB, DDR 400 MHz R, Hard drive: 2 x 120 GB, Operating system: Microsoft Windows 2000 Professional Edition, Monitor: 7" flat panel, CD/RW,	

		DVD-ROM, combo drive Floppy drive. The computer configuration may be periodically upgraded and aligned to new models in the market. c. Integrated plate stacker i. Houses up to 16 sample plates, Accommodates 96-well and 384-well plates ii. 48 sample run configuration with potential upgrade to 96 iii. Accessible any time except when auto-sampler is moving **a.** Sample volumes i. For 384-well Sample Plates: 5-30µL ii. For 96-well Sample Plates: 10-50µL **b.** Plate seal i. Septa ii. Polypropylene heat seal (maximum post-sealing film thickness of ≤ 1 mm,1/1000 inch) **c.** Laser i. Argon ion, multi-line, single-mode laser (primary excitation lines: 488 and 514.5 nm) **d.** Operating Environment i. Temperature: Ambient temperature15°C – 30°C, Humidity: 20% – 80% (noncondensing) ii. Altitude: Not to exceed 2,000 m (~6,500ft) **e.** Oven temperature i. Active temperature control from 18–70°C **f.** Power Requirements i. Main power: 200–220V or 230–240V (} 10%), 50–60 Hz (} 10%), ii. Current maximum: Maximum of 11.2A, iii. Maximum power dissipation:~1,700W **g.** Dimensions for CE Instrument **i.** Width: 100 cm, Depth: 65 cm, Height: 90vm and	

		Weight: ~186 kg	
		X. Service, Support and warranty a. One-year limited warranty on parts and labour Service installation Application training **b.** Presence of Local and Worldwide applications support offered from expert technical specialists and scientists	
		XI. Sanger Sequencing Ancillary Laboratory Equipment and Instrumentation o **Cold Storage Systems** 1. Freezer -20°C: **Quantity Required: Two (2) Units** o 232L Manual Freezer, 230V/50Hz, o Includes; 2 shelves, 3 baskets o Capacity : 232Litrs o Cabinet Type: Corrosion-resistant, spark-proof. o Temperature Control: Digital temperature controller. o Temperature Range: -18°C to -25°C. o Integrated controller, Digital display, o High- and low-temperature alarms, o Standard door locks 2. -86°C Upright Freezer: **Quantity Required: Two (2) Units** o Ultra-low temperature freezer , 368.1L o Temperature Range: -50°C to -86°C o Single solid door with 4 inner doors o Holds 240 boxes; 2ml Vial Capacity per Freezer: 24000 o Rugged, heavy gauge, cold-rolled steel cabinets resist chipping and rust o Stainless steel interior o Triple-point door gasket	

		○ foamed-in-place, polyurethane insulation ○ microprocessor control and monitoring system 3. Lab Refrigerator: +1°C to +10°C: **Quantity Required: Two (2) Units** ○ 288L, Automatic defrost ○ Temperature Range 1°C to 11°C ○ 230V/50Hz, ○ 5 shelves, 1 basket ○ Digital temperature controller ○ High- and low-temperature alarms ○ Standard door locks ○ Cabinet Material: Corrosion-resistant	
		○ **Biosafety Safety and Biocontainment Cabinet** 1. Biosafety Cabinet: **Quantity Required: One (1) Unit** ○ Microbiological Safety Cabinet Class II ○ 230 V AC, 1/N/PE, 50/60 Hz ○ HEPA H 14 EN 1822, 99.999% at 0.3µm particle size ○ Internal width: 1200 mm ○ Tested and certified in accordance to EN 12469 ○ UV lighting ○ Innovative motor technology and airflow design ensure a sound level pressure of < 55 dBA ○ low energy consumption and minimal heat emission into the laboratory ○ Angled front with easy to clean sliding sash and a working opening of	

		200 mm o Optical and acoustical alarm when sash is not in correct position o 2 access ports (23 mm diameter) on each side for installation of tubing, cables or gas taps o 2 sockets on the right hand side of the rear wall (max. 5 A) o Segmented stainless steel table top modules o armrests to support a comfortable, ergonomic posture while avoiding blockage of the air intake grill o Floor stand with nivelling feets for seating position o work height approx. 750 mm, lacquered greywhite 2. PCR Workstation: **Quantity Required: One (1) Unit** o 4 stage HEPA filtration o 254nm light source o UV/air circulator o 30min timer for the UV to control dosage o anti-microbial stainless steel o Includes 4 internal sockets and 2 shelves o robust aluminium housing and Makrolon panels 3. Laboratory Ergonomic chairs: **Quantity Required; Eight (8)** o PUR integral foam backrest and seat.	

		○ Chrome-plated cover tube. ○ Height adjustment with safety gas spring. ○ Polished diecast aluminium five-star base with glides.	
		○ **Sample Centrifugation** 1. Benchtop Centrifuge: **Quantity Required: One (1) Unit** ○ Refrigerated, -10° to +40°C ○ Speed 4500rpm to 17,850rpm ○ Microprocessor control ○ 3 direct program buttons, plus 96 additional programs, alphanumeric program naming ○ Direct, brushless induction drive ○ 99hr 59 min, continuous timer ○ Auto-Lock rotor exchange system, ○ Spin imbalance detection system, ○ certified biocontainment lids ○ swinging bucket rotor and Adapters for Blood Collection Tubes: 5/7 mL and 10 mL ○ PCR plate/Microplate rotor 2.Micro-centrifuge: **Quantity Required: One (1) Unit** ○ Capacity 24 x 1.5/2.0mL rotor ○ 13,300rpm ○ 1 to 99min (1min increments) run time; include HOLD option ○ Click Seal biocontainment lid ○ Ventilated ○ corrosion resistance rotor ○ clinical and safety standards, including 98/79/EC 3.Mini Centrifuge: **Quantity Required: One (1) Unit**	

		○ 6,000rpm, ○ Capacity: 6 x 1.5/2.0mL tube rotor, 16 x 0.2mL tube rotor ○ Noise level: 51-53 dBA ○ Quick-spin feature ○ unit will not operate without lid in place for safety ○ Tool-free, quick rotor exchange	
		d. Sample Manipulation 1. Micropipettes: **Quantity Required: Four (4) Sets EACH** ○ Range; 0.2 to 2µL, ○ Range; 2 to 20µL, ○ Range; 20 to 200µL, ○ Range; 100 to 1000µL ○ AVG-volume gearing mechanism for accuracy and precision ○ Fully autoclavable for protection ○ Soft-touch tip ejector for light tip ejection ○ Large display for better vision ergonomics ○ Pipette Stand, Benchtop 2. Vortex Mixer: **Quantity Required, Two (2) Units** ○ Speed: 0 to 3,000rpm ○ Mode: Continuous / Touch ○ Built-in safety features regarding current overload ○ Max Load 0.5 kg ○ Must include plate vortex adaptor 3. Thermal Mixer: **Quantity**	

		Required: One (1) Unit o Speed: 250 to 1400 rpm o Orbit: 2mm o Temp. Range: 4°C to 100°C o Temperature stability : ±0.1°C o Temperature calibration function o Heating/Cooling and mixing functions run independently of each other o Timer: 1 min to 96 hours o Capacity: 24 x 1.5mL microtube block o Display: LCD for set and actual time of operation, mixing speed, and temperature o Maximum Noise 53.8 dB	
		e Sample Quality Control Check 1. Gel Electrophoresis Systems: **Quantity Required: One (1) COMPLETE Unit** **a)** power pack requirements; i. 250V, 3000mA, 300 watts, ii. 0-99 hr. 59 min., iii. 4 positive voltage and 4 negative voltage terminal pairs iv. Operating modes: 1V step, 1 mA step, 1 watt step v. Safety features: No Load Detection, Load Change Detection, Overload Detection Ground, Leak Detection Auto Restart **b)** Tank Buffer volume: 800mL (8 to 48	

		samples) and 400mL (5 to 24 samples) **c)** double-sided, 1.0/1.5 mm thick **d)** Gel combs and Cast trays **e)** Buffer exchange ports 2. Gel Documentation system: **Quantity Required: One (1) System** **a)** UV table 21x26cm, 312+365nm (LM) **b)** 16-bit camera, 65,536gray levels, 3 megapixels **c)** 4.0 OD dynamic range **d)** Computer-based; o Microsoft Windows 10 or 7, 64-bit only; o 200GB storage o 4GB RAM memory and above o Intel Core i3 (with Intel chipset) o 2x USB 3.0 + 2x USB 2.0 ports o 1600x900 screen resolution, 16-million colour mode (24-bit), Video card with a refresh rate above 60Hz o f/1.2 lens aperture; fully-automated, motorized zoom o Stainless steel, chemical-resistant Epoxy paint o UV security auto switch-off and over-heat automatic switch timer	

		○ F-590 filter & 1D license-free soft incl. ○ UV/blue conversion screen 3. Electrophoresis reagents **a)** Agarose, 500 g **b)** Safe DNA Gel Stain, 400 µL **c)** TBE Buffer, 10X, 10 L **d)** Gel Loading Buffer (10X) **e)** 100bp Plus DNA Ladder **f)** Parafilm, 10 pieces **g)** Pyrex Bottle, 250 mL **h)** Microwave, 230V, 50Hz 1. DNA/RNA Quantitation System: **Quantity Required: One (1) Unit** **a)** Highly sensitive fluorescence-based instrument **b)** accurately quantifies DNA, RNA, and protein **c)** Powerful dual-core processor quickly **d)** Processing time: ≤5 seconds/sample **e)** Uses as little as 1µL of sample. **f)** Large, 5.7-inch, state-of-the-art colour touch screen for easy workflow navigation **g)** Android-based operating system **h)** Quantitation Range RNA: 5-1000ng **i)** Dynamic range: 5 orders of magnitude **j)** Light sources: blue LED (max ~470 nm), red LED (max ~635 nm) **k)** Excitation filters: blue 430-495 nm,	

		red 600-645 nm **l)** Emission filters: green 510-580 nm, red 665-720 nm **m)** Detectors: photodiodes, measurement capability from 300-1,000 nm **n)** Warm-up time: <35 seconds **o)** USB thumb drive: 4 GB **p)** RNA Assay Kit and tubes for 1000 samples	
		f. Extraction & Amplification Consumables 1. Extraction System: **Quantity Required: One (1) System** **a)** Highly versatile, automated magnetic-particle processing for DNA/RNA, protein **b)** Cell purification from virtually any source. **c)** 96 in one frame; Interchangeable magnet heads **d)** Heating Temperature from +5°C above ambient temperature to +115°C **e)** Particle Size >1µm **f)** Collection Efficiency of Particles > 95% **g)** Volume Processing 50µL to 1000µL **h)** LCD Display with four cursor keys **i)** High throughput system processes up to 96 samples in less than 20 minutes **j)** Easy-to-use Software provides instrument control, protocol creation and modification. Ready-made protocols for different type of	

		applications are available **k)** Associated instrument consumables and magnetic viral RNA isolation kit with back-up manual viral RNA isolation kits: **l)** Magnetic Particle Processor with 96 Deep-Well Head **m)** 96 Deep Well Tip Combs, **Quantity Required: Five (5)** **n)** 96 Deep Well Plates, **Quantity Required: Five (5)** **o)** 96 Standard Plates, **Quantity Required: Five (5)** **p)** 96 Viral Magnetic RNA Isolation Kit, **Quantity Required: Two (2)** **q)** Manual viral RNA/DNA KIT, **Quantity Required: Twelve (12)** 2. Amplification System: **Quantity Required, Two (2) Systems** **a)** 96-well PCR System: and 3 x 32-well PCR System **b)** Capacity: 1 x 96-well x 0.2 ml tubes **c)** Display Interface: Touchscreen (8.4 in. TFT LCD). **d)** Peak Block Ramp Rate: 6.0°C⁄sec. **e)** Program Features: Auto re-start (after power outages), Program overwrite protection. **f)** run 3 experiments at once with 3 independently controlled 3 x 32-well PCR System. **g)** Reaction Volume Range: 10-80 µl. **h)** Sample Ramp Rate: ± 4.4 °C⁄sec.	

		i) Temperature Accuracy: ±0.25°C (35°C to 99.9°C). Temperature Range (Metric): 0 to 100.0 °C. Temperature Uniformity: <0.5 °C (20 sec after reaching 95 °C). **j)** Optimize PCR quickly and efficiently with better-than-gradient VeriFlex technology **k)** Simulation Modes that mimic your old thermal cycler's ramp rate. **l)** Appropriate kits for HIV-1 genotyping for amplification, cycle sequencing and product clean-up; i. HIV-1 Genotyping Kit Amplification Module: **Quantity Required, Twenty (20)** **ii.** HIV-1 Genotyping Kit Cycle Sequencing Module: **Quantity Required, Twenty (20)** iii. PCR Product Clean-up Reagent: **Quantity Required, Ten (10)** iv. Hi-Di Formamide, Genetic Analysis Grade : **Quantity Required, Two (2)** v. XTerminator Purification Kit: **Quantity Required, Six (6)** vi. RNase-free PCR tubes (0.2 mL) : **Quantity Required, Two (2)** **vii.** 8-Tube Strip with Attached Caps, 0.2 mL: **Quantity Required, Two (2)** **viii.** 96-Well Reaction Plate, 0.2 mL: **Quantity Required, Two (2)** **ix.** Adhesive Film: **Quantity Required, Two (2)**	

		x. Adhesive PCR Plate Foils: **Quantity Required, Two (2)** **xi.** 96-Well Base: **Quantity Required, Two (2)**	
		a. Lab Environmental System All works MUST comply with molecular environmental controls necessary in molecular testing; all rooms are monitored using a control digital panel displaying temperature, humidity and noise levels in decibels as required by American air conditioning standard guidelines. Every room will be connected to an outdoor unit with four (4) independent blowers flashing on acoustic ceiling. All the workmanship MUST fit with requirements set here in and certification compliance testing will be conducted. NCA registration or factory certified engineers for the brand is a MUST to demonstrate competence for the scope of work to be undertaken. All the fitting below must be undertaken with knowledge of HIV-DR testing **b.** Visit the facility and draw a layout of ducted mechanical and electrical works infrastructure to support ducted air conditioning with complete estimate bill of quantities drawn to every specific items used in the entire system **c.** MUST demonstrate technical skills and competency in explaining elaborate layouts to the point during vendor conferencing **d.** Ducted air conditioning fitted with HEPA filters and UV system for level-2 Molecular Laboratories **e.** Refrigeration pipework for VRV system between the indoor/outdoor units complete with branches, headers and refrigerant accessories **f.** Refrigeration Pipework for the proposed VRV	

		System between the indoor/outdoor units complete with branches, headers and any other additional refrigerant accessories **g.** PVC condensate drainage pipework from the indoor to the nearest rain water drainage including bends, clips, joints and tees in the running lengths of the pipe **h.** Supply Air Grills 600x600mm inclusive of HEPA Filters **i.** Electrical works for inter-unit connection of indoor to outdoor unit including wiring, conducting, fitting and all control wiring to remote controller. **j.** Ceiling Concealed (FXSQ100P) Indoor Unit **k.** Un-insulated Flexible Duct 250mm **l.** Rectangular Duct 500x300mm **m.** Pre Filter Box with Pre Filter & Medium Filter	
		XII. Sample Information Management System **a.** Laboratory process mapping, management and automation **b.** Modifiable to allow lab mangers to easily model their processes as they evolve along different applications **c.** Configurability, workflow designs **d.** Lifecycle workflow **e.** Aliquots, attachments, Traceability **f.** process mapping **g.** Multi sample login, extensibility **h.** Data mining, integration, paperless lab dashboards	
		XIII Lab Environmental System **a. Room I : Sample extraction room** i. Ducted air conditioning fitted with	

		HEPA filters ii. Fitted with UV sterilisation iii. Refrigeration Pipework for the proposed VRV System between the indoor/outdoor units complete with branches, headers and any other additional refrigerant accessories iv. PVC condensate drainage pipework from the indoor to the nearest rain water drainage including bends, clips, joints and tees in the running lengths of the pipe. (LM) v. Supply Air Grills 600x600mm inclusive of HEPA Filters vi. Electrical works for inter-unit connection of indoor to outdoor unit including wiring, conducting, fitting and all control wiring to remote controller. vii. Ceiling Concealed (FXSQ100P) Indoor Unit viii. Un-insulated Flexible Duct 250mm ix. Rectangular Duct 500x300mm x. Pre Filter Box with Pre Filter & Medium Filter **b. Room II : Master Mix room** i. Ducted air conditioning fitted with HEPA filters ii. Fitted with UV sterilisation iii. PVC condensate drainage pipework from the indoor to the nearest rain water drainage including bends, clips, joints and tees in the running lengths of the	

		pipe. (LM) iv. Supply Air Grills 600x600mm inclusive of HEPA Filters v. Electrical works for inter-unit connection of indoor to outdoor unit including wiring, conducting, fitting and all control wiring to remote controller. vi. Ceiling Concealed (FXSQ100P) Indoor Unit vii. Un-insulated Flexible Duct 250mm viii. Rectangular Duct 500x300mm ix. Pre Filter Box with Pre Filter & Medium Filter **c. Room III : Sample amplification room** i. Ducted air conditioning fitted with HEPA filters ii. PVC condensate drainage pipework from the indoor to the nearest rain water drainage including bends, clips, joints and tees in the running lengths of the pipe. (LM) iii. Supply Air Grills 600x600mm inclusive of HEPA Filters iv. Electrical works for inter-unit connection of indoor to outdoor unit including wiring, conducting, fitting and all control wiring to remote controller. v. Ceiling Concealed (FXSQ100P) Indoor Unit vi. Un-insulated Flexible Duct 250mm vii. Rectangular Duct 500x300mm viii. Pre Filter Box with Pre Filter & Medium	

		Filter **d. Room IV : Post PCR room** i. Ducted air conditioning fitted with HEPA filters ii. Bioinformatics station **e. Supply of two (2) Macprobook with following features for access to stand ford with sequencer software** i. Touch Bar and Touch ID ii. 3.1GHz Processor 256GB Storage iii. 3.1GHz dual-core 7th-generation Intel Core i5 processor iv. Turbo Boost up to 3.5GHz v. 8GB 2133MHz LPDDR3 memory vi. 256GB SSD storage1 vii. Intel Iris Plus Graphics 650 viii. Four Thunderbolt 3 ports ix. Touch Bar and Touch ID	
		XIV.16 ergonomic Laboratory ergonomic seats with the following features f. Urethane based self-skin bio fit **g. Color:** Black **h.** Present an A4 picture of the ergonomic seat with all the feature outlined below **i. Backrest:** Self-skinned urethane with integral lumbar support, 16.5" W x 12.5" H (419 mm x 318 mm) with 3/32" (2 mm) ventilating ribs	

		j. **Seat:** Self-skinned urethane, 18.5" W x 17" D x 1.5" thick (470 mm x 432 mm x 38 mm) with waterfall front, shaped rear edge and 3/32" (2 mm) ventilating ribs **k.** **Controls:** Standard with Task Control—Soft Touch pneumatic seat-height adjustment, fixed rearward seat tilt of 3.5°, backrest tilt, backrest-height adjustment **l.** Seats and backrests of molded, self-skinned urethane guaranteed durable chairs great for harsh industrial settings and laboratories, or anyplace requiring frequent cleaning. The seat and backrest are easy to wash down and resist damage from water, lubricants, chemicals, inks, paints, coatings and resins. Ergonomic features provide comfort and support for users. These chairs are built to meet Laboratory ergonomic and occupational health and safety needs	
NB: Prospective bidders are advised to visit the National Public Health Laboratory Block B located at Kenyatta National Hospital Grounds for site survey.			

General Technical Specifications

These specifications describe the basic requirements for the items. Bidders are requested to submit with their offers the **Detailed Specifications** and **Original Manufactures Catalogues / Catalogue** for the products they intend to supply.

a) For the purpose of this tender an **Original Manufacturer Catalogue** 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) and country.

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

   iii) Color 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

   vii) Product warranty period.

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

   i) It 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) A soft copy shall be acceptable so long as it is in a manufacturer PDF format and meets all the requirements stipulated in section 1 (b) and 1(c)

The Bidders are requested to present information along with their offers indicating the shortest possible delivery period of each product

Particulars

1. **Qualifications of Manufacturers**.

The Tenderer shall provide copies of all certificates and documents issued by the proper National Authorities, that the Manufacturer of the supplies proposed is authorised to manufacture and sell these products.

2. Appraisal

A manufacturer, who has not dealt with the Procuring entity in the past must provide evidence of certification by a recognized authority e.g. ISO, KEBS or Equivalent or be subject, at the Manufacturer's expense, to inspection by a competent authority designated by the Procuring entity in conjunction with the national regulatory authority.

3. Documentary Evidence

3.1 Bidders must provide the following documentary evidence of the Tenderer's qualifications to perform the Contract in support of their bid;

(i) That in the case of a bidder offering to supply Medical commodities under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:

(a) Is incorporated in the country of manufacture of the Medical commodities

(b) Has received satisfactory quality inspection certificate in line with the WHO certification scheme on Non-pharmaceuticals moving in International Commerce.

(c) For Disinfectants, Topical Preparations and Antiseptics, bidders must submit valid certificates of quality issued by recognized authorities.

(d) Has manufactured and marketed specific goods for at least two (2) years and similar goods for at least five (5) years.

(ii) That, in the case of a Tenderer offering to supply Medical commodities under the Contract that the Tenderer does not manufacture or otherwise produce,

(a) That the Tenderer has been duly authorized by a manufacturer of the Medical commodities that meets the Criteria under (i) above to supply the Medical commodities in Kenya, and

(b) That the Tenderer has been duly authorized by a manufacturer of the Medical commodities that meets the Criteria under C above

4. Quality Certification

Three international quality standards bodies have been used for this tender;

i) ISO 13485-2012- Medical Device quality management system
ii) IEC 60601- Requirement for safety of medical electrical equipment
iii) Council Directive 93/42/EEC- Medical devices

a) The tenderer shall be required to submit a certificate of conformity to any of the above standards for each of the product offered.

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 shall be valid – not expired.
iii) Clearly specify the product(s) being manufactured or designed
iv) State the location of the manufacturing plant
v) Must not contain any alterations whosoever

4.1 All certificates indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the certificates shall be rejected as non-responsive

5. Operating Environment

All electro medical equipment should comply with the following operating conditions where applicable;

a. Operating Voltage: Three phase 415 V a.c, 50Hz, Single-phase 240 V a.c, 50Hz
b. Operating Temperatures: 15^0 C to 36^0 C
c. Humidity Range: 20% to 95%
d. Altitude 0 to 3000m
e. Environment: Dusty environment

All electrical wiring where applicable must comply with current I.E.E or IEC wiring regulation in force.

6. 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 mention in the specifications.

g) Prices quoted should include all costs of shipment and handling until goods are received at **National Public Health Laboratory Block B located at Kenyatta National Hospital Grounds,** Nairobi.

h) Prices quoted should include all costs of shipment, handling, installation, pre installation and commissioning at the designated site for items being delivered.

i) All items to be supplied must be properly marked, the source of funds / code number of the item / as indicated in the schedule of requirement and corresponding technical specifications. This should be done after the inspection and acceptance committee gives an acceptance verdict.

j) For equipment that require installation and commissioning , payment will be made after successful installation and commissioning and the signing of the Installation and Commissioning Certificate by the **Head National Public Health Laboratory Block B located at Kenyatta National Hospital Grounds, and Kenya Medical Supplies Authority Biomedical Engineers.**

7. Standards of Quality Assurance for Supply.

5.1 All products must:

a) Meet the requirements of manufacturing legislation and regulation of Non pharmaceutical and medical products in the country of Origin;

b) Be certified by a competent authority in the manufacturer's country according to World Health Organization "Certification Scheme on the Quality of Non Pharmaceutical Products Moving in International Commerce"[1].

c) Conform to all the specifications contained herein; and

5.2 In case of new bidders to the procuring entity who succeed to win an item or more in price and other preliminary evaluation parameters, the procuring entity reserves the right to send samples to the National Quality Control laboratory or other competent laboratory for quality control test. In such cases, the bidder shall cover the expense up on request by the procuring entity.

5.3 The successful Bidder will be required to provide to the Procuring entity:

a) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

b) Ensure that Medical commodities arrive at the port of entry or ex-factory (for local purchases) with a remaining shelf life of at least five sixths (5/6ths) of the total stipulated shelf life for medical commodities with a shelf life of more than two years and three-fourths (3/4) of the total stipulated shelf life for medical commodities with a shelf life of two years or less.

5.4 The successful Bidder will also be required to provide the Procuring entity with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods and in-process tests.

8. Packaging Specifications:

6.1 General

6.1.1 The successful bidder shall provide such packing of the Medical commodities as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size

and weights shall take into consideration, where appropriate, the remoteness of the Medical commodities' final destination and the absence of heavy handling facilities at all points in transit.

9. Tertiary Packing

1.1 Tertiary packing shall be undertaken in Heavy Duty five-ply cartons, **(175K/B/175K/C/175K)** duly labeled and marked. The shapes of the cartons must be consistent and complementary to allow stacking.

1.2 The cartons must have consistent dimensions of length, width and height. The cartons must contain polyethylene sheets inside to ensure that water does not seep through.

1.3 The size of the carton should be proportional to its content, with the addition of appropriate padding to prevent damage to the product during transport.

1.4 All carton flaps must be properly secured and sealed with special repackers gum paper tapes. Two strong plastic strappings should be tied around the carton properly bound by a machine and stapled tightly.

1.5 To facilitate manual loading and off-loading, the dimensions of each carton should not exceed 610mm x 460mm x 355 mm. The Gross weight of each parked carton should not exceed 35kg.

10. Labeling Instructions.

8.1 The Label for each Non pharmaceutical products shall include:

a) The Procuring entity's logo and code number if required in the special conditions of these Specifications.
b) Content per pack
c) Instructions for use
d) Special storage requirements
e) Batch number
f) Date of manufacture and date of expiry (in clear language, not code)
g) Name and address of manufacturer
h) Any cautionary statement

8.2 All labeling and packaging inserts shall be in English.

8.3 All outer cartons should be labeled as follows:

FUNDED BY THE GLOBAL FUND
MINISTRY OF HEALTH (KENYA MEDICAL SUPPLIES AUTHORITY)
P. O. BOX 47715-00100
NAIROBI

8.4 The outer case or carton should also display the above information.

11. Case Identification.

9.1 All cases should prominently indicate the following:

a) Procuring entity's Name and Address
b) Date of manufacture and expiry
c) Batch number
d) Quantity per case
e) Package Number
f) Special instructions for storage;
g) Name and address of manufacture;
h) Gross weight and net weight in kilograms.
i) The legends: "Top, do not turn over "Handle with Care" …etc.
j) Any additional cautionary statements.

12. Unique Identifiers

10.1 The word **"GOK-MOH Not for Sale" shall be extensively and conspicuously imprinted on the primary, secondary and tertiary packaging of products to be supplied to the procuring entity.**

11 Bar coding Requirements For All KEMSA Medical Supplies (Application of International Barcoding Standards)

Section A

Primary packaging (Item level and Mono carton level)

a) GS1 Linear-'barcode Symbology,(EAN-13/UPC-A/EAN-8)'to encode GTIN (Global Trade Identification Number) within the barcode,

or

b) GS1 Data Matrix symbology to encode 14 digits product code (GTIN-14) within the Barcode and using (01) Application Identifier (To be used where printing space is extremely limited)

Examples of the same are reproduced at Annexure "A"

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

Section B.

Secondary Level Packaging

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

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

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

Section C

Tertiary level packaging (Pallet level packaging)

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

The first barcode will contain the 'following information.

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

The second barcode will contain the following information;

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

Examples of the same are reproduced at annexure "C".

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

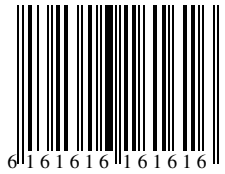
ANNEXURE "A"

Example of Primary Level Packaging

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

The following GS1 barcode symbologies are available as options:

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

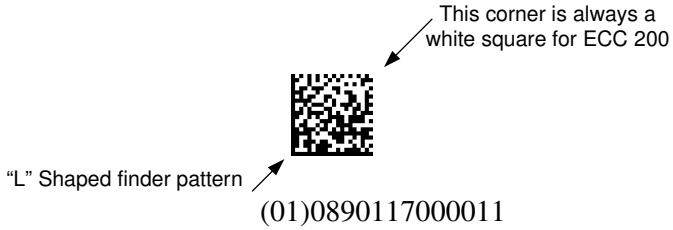


2. The bar code sample UPC – A bar code symbology encoding GTIN – 12

   Note: Both GTIN-13 and GTIN – 12 are in extensive use worldwide.

3. The bar code sample for EAN – 8 bar code symbology encoding GTIN – 8 (Used where printing space is a constraint)

4. The bar code sample for GS1 Data Matrix barcode symbology encoding GTIN – 14 (used where printing space is extremely limited)

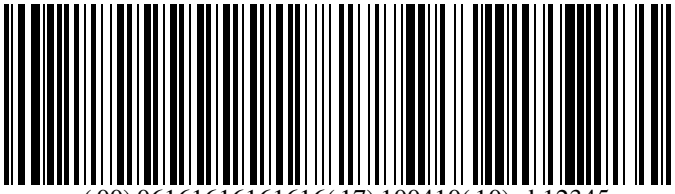


Annexure "B"

Example of Secondary Level Packaging

The bar code will encode:

1) Product identification (GTIN-14 of secondary pack) using application identifier (01)
2) Expiry Date in YYMMDD format using application identifier (17)
3) Batch/Lot Number using application identifier (10)



Annexure "C"

Example of Tertiary Level Packaging (Shipper Level Packaging)

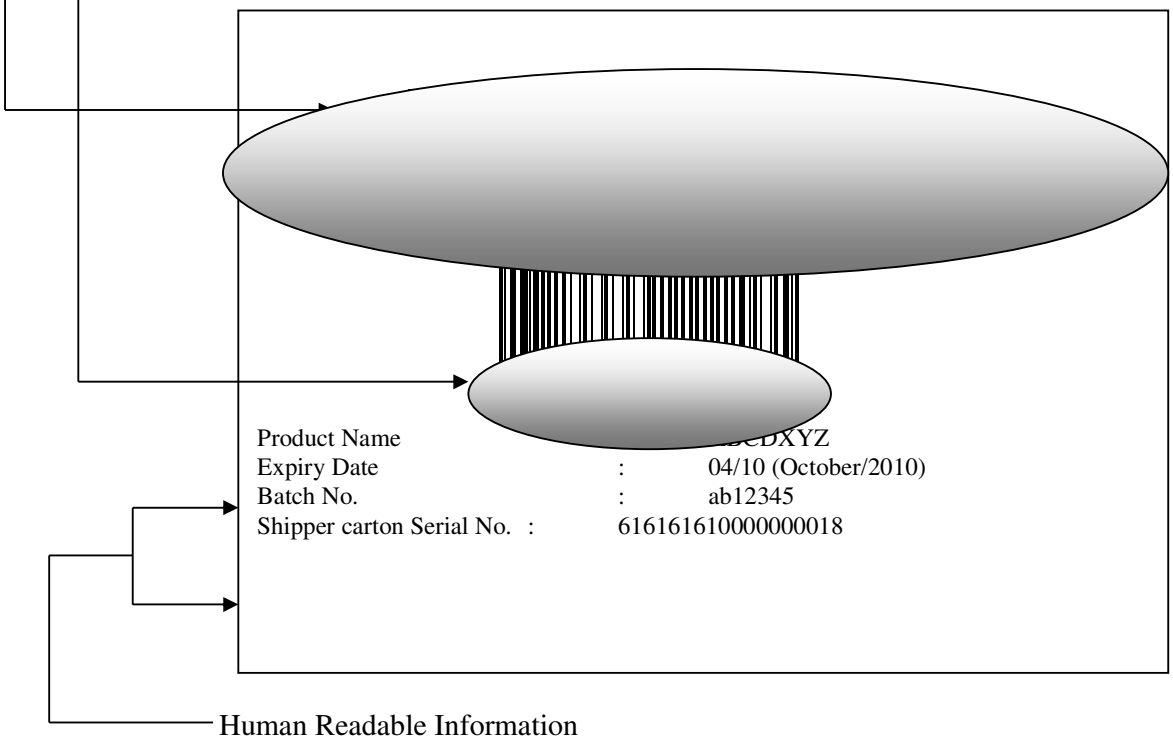
The first bar code will encode the following:

1) Product identification (GTIN – 14 of Shipper Pack) using application identifier (01)
2) Expiry Date in YYMMDD format using application identifier (17)
3) Batch/Lot Number using application identifier (10)

The second bar code will encode the following:

SSCC (Serial Shipping Container Code)

(Single Label for each Shipper Level Packaging)



Human Readable Information

Complete details on GS1 standards along with technical guidelines are available at www.gs1kenya.org or www.gs1.org

12 Product Specifications

All specifications stated in the tender and confirmed in the contract must be adhered to, i.e. stated strength, pack size, manufacturer, labeling and markings, etc. The Procuring entity will not approve change of manufacturer of the items to be supplied.

Section VII. Sample Forms

1.	**Form of Tender**	**64**
2.	**Tender Security Form**	**65**
3.	**Form of Contract Agreement**	**66**
4.	**Performance Security Bank Guarantee (unconditional)**	**68**
5.	**Manufacturer's Authorization Form**	**69**
6.	**Declaration of Undertaking (Integrity Statement)**	**70**
7.	**Supplier Data Record**	**72**

1. Form of Tender

IFT No.: GF ATM HIV NFM - 17/18 – OIT - 009

Supply and Delivery of HIV DR Genetic Analyser

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 Delivery of HIV DR Genetic Analyser** 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]***

2. Tender Security Form

IFT No.: GF ATM HIV NFM - 17/18 – OIT - 009
Supply and Delivery of HIV DR Genetic Analyser

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 Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

1 THIS AGREEMENT made the _____ day of _____ 20_____ between…….*[name of Procurement entity)* of…….*[country of Procurement entity]* (hereinafter called "the Procuring entity") of the one part and *[insert: **name of Tenderer]***, a corporation incorporated under the laws of *[insert: **country of Tenderer**]* and having its principal place of business at *[insert: **address of Tenderer**]* (hereinafter called "the Supplier").

2 WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., *[insert: **brief description of goods and services]*** and has accepted a tender by the tenderer for the supply of those goods and services in the sum of *[insert: **contract price in words and figures]*** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

2.4.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.4.2 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Functional Requirements and Implementation Schedule)

(e) The Supplier's tender and original Price Schedules

(f) The Purchaser's Notification of Award

(g) The Supplier's Acceptance letter

(h) *[Add here: **any other documents]***

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procuring Entity

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

in the presence of _____

For and on behalf of the Tenderer

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

in the presence of _____

CONTRACT AGREEMENT
dated the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*

BETWEEN

*[insert: **name of Procuring Entity**]*, "the Purchaser"

and

*[insert: **name of Tenderer**]*, "the Supplier"

4. Performance Security Bank Guarantee (unconditional)

IFT No.: GF ATM HIV NFM - 17/18 – OIT - 009

Supply and Delivery of HIV DR Genetic Analyser

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

We refer to the Contract Agreement ("the Contract") signed on *[insert: **date**]* between you and *[insert: **name of Tenderer**]* ("the Supplier") concerning the supply and delivery 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 Tenderer irrevocably guarantee payment owed to you by the Tenderer, 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 Tenderer 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 Tenderer 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 Tenderer, 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
Signature of the Guarantor……..
Date:……

(Witness) ……Date:…… ***Common Seal of the Bank***

5. Manufacturer's Authorization Form

(Must be on Manufacturer's or Producer's letterhead)

To Kenya Medical Supplies Authority

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 Tenderer**]* (hereinafter, the "Tenderer") to submit a tender, and subsequently negotiate and sign the Contract with you against **IFT No.: GF ATM HIV NFM - 17/18 – OIT – 009 for Supply and Delivery of HIV DR Genetic Analyser** including the above Goods produced by us.
We hereby extend our full guarantee and warranty for the above-specified Goods against these tender 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**]*

NOTE: Manufacturer's Authorization must be ON LETTER HEAD and addressed to KEMSA and must be tender and item specific and signed by an authorized signatory. – MANDATOR

6. Declaration of Undertaking (Integrity Statement)

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: _____

7. 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**

Contact Name		Job Title
Telephone 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): _____
Main business activity		
<u>Please NOTE giving false information in this section will lead to outright Disqualification from tendering process</u>**.**		
Type of organization (please tick as necessary) 1. Partnership 2. Co-operative 3. Private Ltd. 4. Public Company 5. Other.		
Type of premises (tick as necessary) 1. factory, 2. warehouse 3. Other.	Freehold Leasehold	
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 contact 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

Section VIII: Evaluation Criteria

A –Preliminary Examination

B –Technical Evaluation

i) **Documents and Product Examination**

C – Financial Evaluation

A) PRELIMINARY EXAMINATION

Required documents;

1. Copy of Certificate of Incorporation **(MANDATORY).**
2. Copy of current Tax Compliance Certificate (applicable to local bidders) **(MANDATORY).**
3. Tender form duly **completed and signed** by the tenderer or his authorized agent **(MANDATORY).**
4. Original Bid Bond provided and valid for 120 days from date of tender opening. **(MANDATORY).**
5. Declaration of Undertaking (Integrity Statement) **must be signed (MANDATORY)**
6. Duly completed business questionnaire and evidence supporting full compliance with the requirements of the business questionnaire.

NOTE: Failure to comply with Mandatory requirements will lead to automatic disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

B) TECHNICAL EVALUATION

The product evaluation will be done on the Catalogue submitted by the Bidders and in line with the provided technical specifications. In addition the bidder **MUST MEET AND PROVIDE** the following:

No.	Mandatory Criteria for Bidder evaluation	Necessary evidential document
1.	Site visit before bidding ; Must visit National Public Health Laboratory Block- B and i. Draw mechanical designs for ducted air-conditioning with HEPA and UV Sterilization ii. Detail technology being used based on existing structural designs and in compliance with American air-conditioning standard appropriate for level-2 Laboratories iii. All technical personnel involved MUST be factory trained engineers and/ or NCA registered (if Kenyan)	i) Site visit report, layout plans and Bill of Quantities. ii) Drawn mechanical designs for the four rooms with clear-ducted layout to support HEPA/UV air-conditioning. iii) State the technology for referencing and where it has worked. iii) Factory certification/ or NCA registration for mechanical air-conditioning.
2.	Evidence of installation of Sanger sequencing employing chain termination technology for HIV DR in the region	Invoices, service contracts, training materials and previous contracts
3.	Environmental controls necessary for HIV DR testing as part of the package	Demonstrated Capacity

4.	Capacity to offer training , service contract, sustainability, support for future upgrades	Previous Service Contracts
5.	MUST Provide original catalogue from the Manufacturer	**Original Colored Catalogues from the manufacturers for all items**
6.	Quality certification for manufacturing and testing	Valid Certificates for manufacturing and testing of equipment
7.	All equipment offered MUST have manufacture authorization	Original Manufacturer Authorizations for ALL items and Equipment
8.	Evidence of technical capacity	Curriculum Vitae of ALL Engineers, Application Specialists and Mechanical Air-Conditioning Engineers
9.	State Warranty Period	Minimum Warranty period should be One year for ALL items offered

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. 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 reasonable delivery schedules will have their prices compared and award recommended to the lowest evaluated responsive bid. The price offered **MUST BE ALL INCLUSIVE** of the requirements as stated in the technical specifications.