



Africa Inland Church Health Ministries (AICHM)

Advertisement of Tender

For

**SUPPLY DELIVERY AND CONFIGURATION OF
MEDICAL EQUIPMENT AT AICHM OFFICES IN
UPPERHILL, NAIROBI, KENYA**

**TENDER No: RFQ/AICHM CBM/MSDF
Equipments/1903026**

DEADLINE 30th March 2026 11.00 AM.

Introduction

Africa Inland Church Health Ministries (AICHM) is a department of the Africa Inland Church (AIC) responsible for health, livelihood and resilience programs within the church.

AICHM intends to procure assorted ear and hearing devices

AIC Health Ministries (AICHM) invites tenders from eligible bidders as described in the table below.

TABLE OF CONTENTS

ABBREVIATIONS AND ACRONYMS	6
SECTION I: INVITATION FOR TENDERS (IFT).....	7
SECTION II: INSTRUCTIONS TO TENDERERS (ITT).....	8
A. Introduction	11
1. Scope of Tender	11
2. Source of Funds	11
3. Eligible Tenderers.....	11
4. One Tender per Tenderer	12
5. Alternative Tenders by Tenderers.....	12
6. Cost of Tendering.....	12
7. Site Visit and Pre-Tender Meeting.....	12
B. Tendering Documents	13
8. Content of Tendering Documents	13
9. Clarification of Tendering Documents.....	13
10. Amendments of the Tendering Documents.....	14
C. Preparation of Tenders	14
11. Language of Tender	14
12. Documents Constituting the Tender.....	14
13. Documents Establishing Eligibility and Qualifications of the Tenderer.....	14
14. Lots Package	15
15. Form of Tender	16
16. Tender Prices	16
17. Tender Currencies.....	16
18. Tender Validity Period.....	16
19. Tender Securing Declaration	16
20. Format and Signing of Tender	17
D. Submission of Tenders	17
21. Sealing and Marking of Tenders	17
22. Deadline for Submission of Tenders.....	17
23. Late Tenders.....	18
24. Modification, Substitution and Withdrawal of Tenders.....	18
E. Opening and Evaluation of Tenders.....	18
25. Opening of Tenders.....	18
26. Confidentiality	19
27. Clarification of Tenders	19
28. Mandatory Preliminary Examination of Tenders.....	19
29. Correction of Errors	21
30. Conversion to Single Currency	22
31. Comparison of Tenders.....	22
32. National Preference.....	22
33. Determination of the winning Bidder	22
34. Post-qualification of Tenderer	23
F. Award of Contract.....	23
35. Criteria of Award	23
36. Clarifications.....	24
37. Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders.	24
38. Procuring Entities Right to Vary Quantities at the Time of Award	24
39. Notification of Award	24
40. Signing of Contract.....	25
41. Performance Security- NOT REQUIRED FOR THIS TENDER.....	25
42. Advance Payment	26

SECTION III: TENDER DATA SHEET	27
IV: GENERAL CONDITIONS OF CONTRACT Table of Clauses.....	30
A. General	34
1. Definitions.....	34
2. Interpretation.....	35
3. Language, Law, Fraud and Corruption	36
4. Confidentiality	37
5. Project Manager’s Decisions	37
6. Delegation.....	37
7. Communications	37
8. Subcontracting	37
9. Other Contractors.....	37
10. Personnel.....	37
11. Procuring Entity’s and Contractor’s Risks.....	37
12. Procuring Entity’s Risks	37
13. Contractor’s Risks.....	38
14. Site Investigation Reports	38
15. Queries about the Contract Data Sheet	38
16. Contractor to Construct the Works	38
17. Commencement and Completion.....	38
18. Approval by the Project Manager	38
19. Protection of the Environment	38
20. Labour Laws	38
21. Health and Safety.....	38
22. Discoveries.....	39
23. Possession of the Site.....	39
24. Access to the Site.....	39
25. Instructions, Inspections and Audits	39
B. Time Control	39
26. Programme.....	39
27. Extension of the Intended Completion Date	39
28. Acceleration	40
29. Delays Ordered by the Project Manager	40
30. Management Meetings.....	40
31. Early Warning.....	40
C. Quality Control.....	40
32. Identifying Defects.....	40
33. Tests	40
34. Correction of Defects	40
35. Uncorrected Defects.....	40
D. Cost Control	41
36. Bill of Quantities.....	41
37. Cash Flow Forecasts	41
38. Payment Certificates	41
39. Payments.....	41
40. Compensation Events.....	41
41. Taxes	42
42. Currencies	42
43. Price Adjustment.....	42
44. Liquidated Damages	42
45. Performance Securities -Will Not Be required for this Tender.....	42
46. Cost of Repairs.....	43
E. Finishing the Contract	43
47. Completion Certificate.....	43

48. Taking Over	43
49. Final Account.....	43
50. Operating and Maintenance Manuals.....	43
51. Termination.....	43
52. Payment upon Termination.....	44
53. Property.....	44
54. Release from Performance.....	44
55. Suspension of Financing.....	44
SECTION V: CONTRACT DATA SHEET (CDS)	45
SECTION VI: TECHNICAL SPECIFICATIONS.....	49
SECTION IX: TENDER FORMS	57
A. Form of Tender.....	57
B. Tender-Securing Declaration	59
C. Confidential Business Questionnaire	60

ABBREVIATIONS AND ACRONYMS

CDS	Contract Data Sheet
GCC	General Conditions of Contract
IFT	Invitation for Tender
ITT	Instruction to Tenderers
PE	Procuring Entity
PM	Project Manager
STD	Standard Tender Documents
SOR	Statement of Requirements
SP	Service Provider
TDS	Tender Data Sheet
VAT	Value Added Tax

SECTION I: INVITATION FOR TENDERS (IFT)

Africa Inland Church Health Ministries (AICHM)

Tender No: RFQ/AICHM CBM/MSDF Equipments/1903026

For

SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT AT AICHM OFFICES IN UPPERHILL, NAIROBI, KENYA

Date: 19th March 2026

1. The Africa Inland Church Health Ministries (AICHM) now invites offers from eligible contractors for SUPPLY, DELIVERY AND CONFIGURATION OF MEDICAL EQUIPMENT AT AICHM OFFICES IN UPPERHILL, NAIROBI, KENYA.
2. All Tenders in must be properly filled in and must be sent in soft copy to tenders@aichm.org on or before *11.00AM 30th March 2026*. Tenders will be opened promptly thereafter evaluated accordingly.
3. Late or incomplete Tenders shall not be accepted.

AICHM Supply Chain Unit

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

Table of Contents

ABBREVIATIONS AND ACRONYMS	6
SECTION I: INVITATION FOR TENDERS (IFT).....	7
SECTION II: INSTRUCTIONS TO TENDERERS (ITT).....	8
A. Introduction	11
1. Scope of Tender	11
2. Source of Funds	11
3. Eligible Tenderers.....	11
4. One Tender per Tenderer	12
5. Alternative Tenders by Tenderers.....	12
6. Cost of Tendering.....	12
7. Site Visit and Pre-Tender Meeting.....	12
B. Tendering Documents	13
8. Content of Tendering Documents	13
9. Clarification of Tendering Documents.....	13
10. Amendments of the Tendering Documents.....	14
C. Preparation of Tenders	14
11. Language of Tender	14
12. Documents Constituting the Tender.....	14
13. Documents Establishing Eligibility and Qualifications of the Tenderer.....	14
14. Lots Package	15
15. Form of Tender	16
16. Tender Prices	16
17. Tender Currencies.....	16
18. Tender Validity Period.....	16
19. Tender Securing Declaration	16
20. Format and Signing of Tender	17
D. Submission of Tenders	17
21. Sealing and Marking of Tenders	17
22. Deadline for Submission of Tenders.....	17
23. Late Tenders.....	18
24. Modification, Substitution and Withdrawal of Tenders.....	18
E. Opening and Evaluation of Tenders.....	18
25. Opening of Tenders.....	18
26. Confidentiality	19
27. Clarification of Tenders	19
28. Mandatory Preliminary Examination of Tenders.....	19
29. Correction of Errors	21
30. Conversion to Single Currency	22
31. Comparison of Tenders.....	22
32. National Preference.....	22
33. Determination of the winning Bidder	22
34. Post-qualification of Tenderer	23
F. Award of Contract.....	23
35. Criteria of Award	23
36. Clarifications.....	24
37. Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders. 24	
38. Procuring Entities Right to Vary Quantities at the Time of Award	24
39. Notification of Award	24

40.	Signing of Contract.....	25
41.	Performance Security- NOT REQUIRED FOR THIS TENDER.....	25
42.	Advance Payment	26
SECTION III: TENDER DATA SHEET		27
IV: GENERAL CONDITIONS OF CONTRACT Table of Clauses.....		30
A.	General	34
1.	Definitions.....	34
2.	Interpretation.....	35
3.	Language, Law, Fraud and Corruption	36
4.	Confidentiality	37
5.	Project Manager’s Decisions	37
6.	Delegation	37
7.	Communications	37
8.	Subcontracting	37
9.	Other Contractors.....	37
10.	Personnel.....	37
11.	Procuring Entity’s and Contractor’s Risks.....	37
12.	Procuring Entity’s Risks	37
13.	Contractor’s Risks.....	38
14.	Site Investigation Reports	38
15.	Queries about the Contract Data Sheet	38
16.	Contractor to Construct the Works	38
17.	Commencement and Completion.....	38
18.	Approval by the Project Manager	38
19.	Protection of the Environment	38
20.	Labour Laws	38
21.	Health and Safety.....	38
22.	Discoveries.....	39
23.	Possession of the Site.....	39
24.	Access to the Site	39
25.	Instructions, Inspections and Audits	39
B.	Time Control	39
26.	Programme.....	39
27.	Extension of the Intended Completion Date	39
28.	Acceleration	40
29.	Delays Ordered by the Project Manager	40
30.	Management Meetings.....	40
31.	Early Warning.....	40
C.	Quality Control.....	40
32.	Identifying Defects.....	40
33.	Tests	40
34.	Correction of Defects	40
35.	Uncorrected Defects.....	40
D.	Cost Control	41
36.	Bill of Quantities.....	41
37.	Cash Flow Forecasts	41
38.	Payment Certificates	41
39.	Payments	41
40.	Compensation Events.....	41
41.	Taxes	42
42.	Currencies	42
43.	Price Adjustment.....	42
44.	Liquidated Damages	42

45.	Performance Securities -Will Not Be required for this Tender.....	42
46.	Cost of Repairs.....	43
E.	Finishing the Contract	43
47.	Completion Certificate.....	43
48.	Taking Over	43
49.	Final Account.....	43
50.	Operating and Maintenance Manuals.....	43
51.	Termination.....	43
52.	Payment upon Termination.....	44
53.	Property.....	44
54.	Release from Performance	44
55.	Suspension of Financing	44
SECTION V: CONTRACT DATA SHEET (CDS)		45
SECTION VI: TECHNICAL SPECIFICATIONS		49
SECTION IX: TENDER FORMS		57
A.	Form of Tender.....	57
B.	Tender-Securing Declaration	59
C.	Confidential Business Questionnaire	60

A. Introduction

1. Scope of Tender	1.1	The Procuring Entity indicated in the Tender Data Sheet (TDS) invites Tenders for the supply and delivery works as specified in the Tender Data Sheet and Sections VI (Technical Specifications)
	1.2	The successful Tenderer will be expected to complete the delivery and configuration by the required completion date specified in the Tender Data Sheet .
	1.3	The objectives of the works are listed in the Tender Data Sheet . These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.
2. Source of Funds	2.1	Africa Inland Church Health Ministries (AICHM) though funding from CBM International
	2.2	Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.
3. Eligible Tenderers	3.1	A Tenderer may be private or public company or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the Tender Data Sheet , all parties shall be jointly and severally liable.
	3.2	The Invitation for Tenders is open to all suppliers as defined in the AICHM Procurement policy.
	3.3	National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya as per the tender data sheet.
	3.4	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <ul style="list-style-type: none"> Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity. Receive or have received any direct or indirect subsidy from any of them; or Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or Submit more than one Tender in this Tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously.

	3.5	Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
4. One Tender per Tenderer	4.1	A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.
	4.2	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.
	4.3	A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
	4.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
5. Alternative Tenders by Tenderers	5.1	Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the Tender Data Sheet . If so allowed, sub-Clause 5.2 and 5.3 shall govern.
	5.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the Tender Data Sheet as will the method of evaluating different times for completion.
	5.3	If so, allowed in the Tender Data Sheet , Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.
6. Cost of Tendering	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
7. Site Visit and Pre-Tender Meeting	7.1	The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of delivery and obtain all information that may be necessary for preparing the tender and entering a contract. The costs of visiting the Site shall be at the Tenderer's own expense. There will be no variation cost in the execution of the tender. The Procuring Entity in no way guarantees completeness delivery information made available to the Contractor at the time of tendering or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his tender shall be deemed to have been priced accordingly
	7.2	Any clarification regarding the site can be sought through the following email address inquiry@aichm.org

	7.3	The Tenderer is requested as far as possible, to submit any questions by electronic means to inquiry@aichm.org to reach the procuring Entity on or before 5.00PM 25 th March 2026.

B. Tendering Documents

8. Content of Tendering Documents	8.1	The works required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub-Clause 10.2 include:
	8.2	The number of copies to be completed and returned with the Tender is specified in the Tender Data Sheet .
	8.3	The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the Tendering Documents and is included for reference purposes only. In case of discrepancies between the Invitation for Tenders and the Tendering Documents listed in sub-Clause 8.1 above, the said Tendering Documents will take precedence.
	8.4	The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from AICHM website www.aichm.org OR https://www.tenderskenya.co.ke/
	8.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
9. Clarification of Tendering Documents	9.1	A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in, e-mail at the Procuring Entity's address indicated in the Tender Data Sheet .
	9.2	The Procuring Entity will within the period stated in the Tender Data Sheet respond in writing to any request for clarification provided that such request is received no later than the period indicated in the Tender Data Sheet prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1.
	9.3	Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.
	9.4	Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10.

10. Amendments of the Tendering Documents	10.1	Before the deadline for submission of Tenders, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.
	10.2	Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 8.1 and shall be communicated in writing, by e-mail to all who have obtained the Tendering documents directly from the Procuring Entity.
	10.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of Tenders, in accordance with sub-Clause 22.2

C. Preparation of Tenders

11. Language of Tender	11.1	The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the Tender language stipulated in the Tender Data Sheet . 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 above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.
12. Documents Constituting the Tender	12.1	The Tender submitted by the Tenderer shall consist of the following components: <ul style="list-style-type: none"> a) The Form of Tender (in the format indicated in Section IX) completed in accordance with ITT Clause 15, 16 and 17; b) Information requested by Instructions to Tenderers ITT sub-Clause 13.2; 13.3 and 13.4; c) Tender Securing Declaration in accordance with Instructions to Tenderers ITT Clause 19; d) Priced Bill of Quantities; e) Qualification Information Form and Documents; f) Alternative offers where invited in accordance with Instructions to Tenderers ITT Clause 5; g) Written confirmation authorizing the signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 19.2; and h) And any information or other materials required to be completed and submitted by Tenderers, as specified in the Tender Data Sheet.
13. Documents	13.1	Pursuant to ITT Clause 13, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its

Establishing Eligibility and Qualifications of the Tenderer		qualifications to perform the contract if its Tender is accepted.
	13.2	In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IX.
	13.3	If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the Tender Data Sheet :
	13.4	<p>Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Tender Data Sheet:</p> <ul style="list-style-type: none"> a) The Tender shall include all the information listed in the Tender Data Sheet pursuant to sub-Clause 13.3 above for each joint venture partner; b) The Tender shall be signed so as to be legally binding on all partners; c) One of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge; e) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and f) A copy of the joint venture agreement entered into by all partner shall be submitted with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed Agreement. g) Tender Securing Declaration as stated in accordance with ITT Clause 19, and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.
14. Lots Package	14.1	<p>When Tendering for more than one contract under the lot's arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being tendered in regard to:</p> <ul style="list-style-type: none"> a) Average annual turnover;

		<ul style="list-style-type: none"> b) Particular experience including key production rates; c) Financial means, etc; d) Personnel capabilities; and e) Equipment capabilities.
	14.2	In case the Tenderer fail to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.
15. Form of Tender	15.1	The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
16. Tender Prices	16.1	The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
	16.2	The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.
	16.3	All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.
	16.4	The rates and prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract. The Tender prices will remain fixed. The Tenderer shall submit with the Tender all the information required under the Contract Data Sheet .
17. Tender Currencies	17.1	The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the Tender Data Sheet .
18. Tender Validity Period	18.1	Tenders shall remain valid for the period specified in the Tender Data Sheet after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
	18.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing by email. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.
19. Tender Securing Declaration	19.1	A Tender Securing Declaration as specified in the Tender Data Sheet in the format provided in section X shall be provided as a mandatory requirement.

	19.2	The Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 19.9.
	19.3	The Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
	19.4	A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration: a) If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 18.2 and 29.2; or b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to: (i) Sign the contract; (ii) to furnish the necessary Performance Security
20. Format and Signing of Tender	20.1	The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 12 of these Instructions to Tenderers, with the Form of Tender, and submitted as specified in the Tender Data Sheet .
	20.2	The original and all copies of the Tenders shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the Tender Data Sheet and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
	20.3	Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Tender.
	20.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

D. Submission of Tenders

21. Sealing and Marking of Tenders	21.1	The Tenderer shall submit the tender through the email address specified in the data sheet on or before 30th March 2026 11.00 AM
22. Deadline for Submission of Tenders	22.1	Tenders shall be received by the Procuring Entity at the address specified under ITT sub-Clause 21.1 no later than the date and time specified in the Tender Data Sheet .
	22.2	The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by

		amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
	22.3	The extension of the deadline for submission of Tenders shall not be made later than the period specified in the Tender Data Sheet before the expiry of the original deadline.
23. Late Tenders	23.1	The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.
	23.2	Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer
24. Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 22.1.
	24.2	The Tenderer's modification or substitution or withdrawal notice shall be prepared, and sent in accordance with the provisions of ITT Clauses 20 and 21 with the Email subject addressed " MODIFICATION " or SUBSTITUTION or " WITHDRAWAL " as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Tenders.
	24.3	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of Tender Securing Declaration, pursuant to the ITT sub-Clause 19.9.
	24.4	Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the Tender Data Sheet or as extended pursuant to sub-Clause 22.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 19.9.
	24.5	Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

E. Opening and Evaluation of Tenders

25. Opening of Tenders	25.1	The Procuring Entity will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 24.
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26. Confidentiality	26.1	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 award to the successful Tenderer has been announced.
	26.2	Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.
	26.3	Notwithstanding sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.
27. Clarification of Tenders	27.1	To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
	27.2	The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 29.
	27.3	From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.
28. Mandatory Preliminary Examination of Tenders	28.1	Prior to technical evaluation, the tenderers shall be subjected to mandatory preliminary evaluation using the below listed criteria. The evaluation shall be on YES/NO criteria and a tenderer must pass all below stated mandatory preliminary requirements in order to proceed to the next stage of technical evaluation. Any NO in any criteria shall result in overall FAIL:

S/N	Mandatory Eligibility criteria	Documents to be provided/completed	Tenderer's Compliance (YES or NO)
1	Provide documentary evidence of the company's Certificate of Incorporation or Business Registration Certificate (Legal structure)	Copy of Certificate of incorporation/ Business Registration Certificate	
2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	Valid Certificate of Tax Compliance ⁴	
3	Submit a duly filled Form of Tender with a validity period of at least 140 days in the format provided in the tender document.	Form of tender duly filled	
4	Duly filled Confidential Business Questionnaire (CBQ) in the format provided in this tender document	CBQ duly filled	
7	Submit duly filled self-declaration forms as follows: i. Integrity Declaration ii. Anti-corruption declaration commitment iii. Declaration of Suppliers iv. Confidential Business questioners	Duly filled Forms attached in Annex	
8	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least Kshs.3 million (Three Shillings Five Million) . This should be demonstrated by attaching copies of certified bank statements for the last six months OR letter of line of credit from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).	Bank Statements or letter of line of credit	
9	Provide copy of Current Trade License	Copy of Current Trade License issued by the respective counties	
10	Attached CR12 to demonstrate that the Company is wholly owned and controlled by persons who are citizens of Kenya	Copy of CR12	

	28.2	The Procuring Entity will confirm that the documents and information specified under ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
	28.3	The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer
	28.4	A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that: <ul style="list-style-type: none"> a) Affects in any substantial way the scope, quality, or execution of the Works; b) Limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
	28.5	If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
29. Correction of Errors	29.1	Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows: <ul style="list-style-type: none"> a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
	29.2	The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not

		accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub-Clause 19.9.
30. Conversion to Single Currency	30.1	To facilitate the evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the Tender Data Sheet .
31. Comparison of Tenders	31.1	The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 28.
	31.2	In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows: Making any correction for errors pursuant to ITT Clause 29; Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work, where priced competitively; and Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 24.5.
	31.3	The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be considered in Tender evaluation.
32. National Preference	32.1	In the evaluation of Tenders, the Procuring Entity shall apply exclusive preference to citizens of Kenya
	32.2	To qualify for the preference the candidate shall provide evidence of eligibility by: a) Proving Kenyan citizenship by production of a Kenyan Identity Card; or b) Providing proof of being a “citizen contractor” in terms of section 3(1) of the Act, i.e. being a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Kenya.
33. Determination of the winning Bidder	33.1	The Procuring Entity shall evaluate the technical aspects of the Tender to determine compliance with the Procuring Entity's requirements and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements. Tenders that are technically responsive and fall within the client’s delivery timelines will proceed to financial

		<p>evaluation.</p> <p>The evaluation committee shall compare prices of the technically responsive tenders and make recommendations for award of the lowest evaluated tender. Items can be awarded together or separately.</p>
34. Post-qualification of Tenderer	34.1	If specified in the Tender Data Sheet , post-qualification shall be undertaken.
	34.2	The Procuring Entity 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 sub-Clause 13.3.
	34.3	The determination will consider the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.
	34.4	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

35. Criteria of Award	35.1	<p>Subject to ITT Clause 35 and 36, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents. This will involve checking for completeness of the Bill of Quantities and ranking of the bids to determine the lowest evaluated bidder.</p> <p>The lowest evaluated bidder will be recommended for consideration of award of the tender.</p> <p>Tenderer has been determined to be:</p> <p>a) Eligible in accordance with the provisions of ITT Clause 3;</p> <p>b) Is determined to be qualified to perform the Contract satisfactorily;</p>
	35.2	If, pursuant to sub-Clause 14.1, this Contract is being awarded as a single Tender.

36. Clarifications	36.1	Clarifications may be undertaken with the most competitive Tenderer relating to the following areas:
		<ul style="list-style-type: none"> a) A minor alteration to the technical details of the statement of requirements; b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents; c) A minor amendment to the Contract Data Sheet; d) Finalizing payment arrangements; e) Mobilization arrangements; f) Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity; g) The methodology or staffing; or h) Clarifying details that were not apparent or could not be finalized at the time of Tendering.
	36.2	Clarifications shall not change the substance OR price of the tender.
37. Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders	37.1	Notwithstanding ITT Clause 35, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.
	37.2	Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.
	37.3	The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
38. Procuring Entities Right to Vary Quantities at the Time of Award	38.1	The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the percentage indicated in the Tender Data Sheet , without any change in unit price or other terms and conditions of the Tender and Tendering documents.
39. Notification of Award	39.1	The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the

		provision of construction works as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
	39.2	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 41 and signing the Contract in accordance with sub-Clause 40.2
	39.3	At the same time as the person submitting the successful Tender is notified, the Procuring Entity will notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security and Tender Securing Declaration of the Tenderer pursuant to ITT sub Clause 19.7.
	39.4	If, after notification of award, a Tenderer wishes to ascertain the grounds on which it’s Tender or application for pre-qualification was unsuccessful, it should address its request to the secretary of the Tender Committee that authorized the award of contract. The secretary of the Tender Committee shall, within fourteen days after a request, provide written reasons as to why the Tender, proposal or application to be pre-qualified was unsuccessful.
40. Signing of Contract	40.1	Promptly, and in no case later than 14 days, after notification, Procuring Entity shall send the successful Tenderer the Agreement and Contract Data Sheet, incorporating all agreements between the parties
	40.2	Within the period specified in the notification or Tender Data Sheet but not earlier than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.
41. Performance Security- NOT REQUIRED FOR THIS TENDER	41.1	Within thirty (10) days but not after 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	41.2	If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either: a) At the Tenderer’s option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;
	41.3	Failure of the successful Tenderer to comply with the requirement of sub-Clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make

		the award to the next lowest evaluated Tenderer or call for new Tenders.
42. Advance Payment	42.1	No advance payment will be issued. Payment to be based on performance, achievement of milestones and issue of completion certificates.

TDS Reference Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	The Procuring Entity is Africa Inland Church Health Ministries (AICHM)
2.	1.1	Name of Project is SUPPLY DELIVERY AND CONFIGURATION OF MEDICAL EQUIPMENT AT AICHM OFFICES IN UPPERHILL, NAIROBI, KENYA
3.	1.2	The expected completion date of the works is 30st April 2026
4.	1.3	The Objectives of the Project is SUPPLY DELIVERY AND CONFIGURATION OF MEDICAL EQUIPMENT AT AICHM OFFICES IN UPPERHILL, NAIROBI, KENYA
5.	2.1	Name of financing institution is Africa Inland Church Health Ministries (AICHM) through CBM International Name of the Procuring is Africa Inland Church Health Ministries (AICHM)
6.	5.1	Alternative Tenders are <i>“not allowed”</i> in this Tender.
7.	3.1	Only Tenderers who are citizen bidders are eligible
8.	7.3	Pre-Tender meeting shall not be held.

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

Instructions to Tenderers Clause Reference

B. Tendering Documents		
9.	8.1	Address for clarification of Tendering Document is inquiry@aichm.org
10.	8.2	Period to Respond to request for clarification by the Procuring Entity <i>2 days</i>

C. Preparation of Tenders		
11.	11.1	Language of Tender and all correspondence shall be <i>English</i>
12.	12.1	Prior to mandatory preliminary evaluation, the tenderers shall be subjected to TENDERER'S ELIGIBILITY- by filling the CONFIDENTIAL BUSINESS QUESTIONNAIRE Provided in the annex.
<p>Stage 2: Technical Responsiveness Evaluation Stage</p> <p>Tenders will be evaluated to ensure that they are substantially responsive to the technical specifications and contract conditions stated in the Tender Document. The determination of a tender's technical responsiveness will be based on the contents of the tender itself, subject to any clarifications received in the preliminary examination of Tenders. Items of this evaluation will be scored.</p> <p>Technical Evaluation Criteria</p> <p>The Procuring Entity shall evaluate the technical aspects of the Tender to determine compliance with the Procuring Entity's requirements and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements. Tenders that are technically responsive and fall within the client's delivery timelines will proceed to financial evaluation.</p> <p>a. Experience</p> <p>The bidder has satisfactorily and substantially completed at least two (2) No contract (s) of a similar nature, amounting to not less than Kenya Shillings 3,000,000 or equivalent within the last five (5) years. (provide evidence).</p> <p>b. Financial Capability</p> <p>The tender shall demonstrate that it has access to, or has available liquid assets, lines of credit to the tune of Kenya Shillings 3,000,000.</p> <p>c. Logistic Capability</p> <p>Bidders to demonstrate ability to offer logistics in delivering the goods to point of use safely and in good condition. Provide a proposal in terms of transport/ courier services. The bidder to demonstrate ownership of transportation equipment or ability to hire as the case may be (Provide documentary evidence).</p>		

e. Technical Staff requirements for:

a) Team Leader-

- Minimum of ten (10) years' experience in the technical field and project management.
- Holder of minimum Degree with 10 years and above relevant experience, Certificates and relevant experience must be provided
- Must attach CVs and Certificates.

b) Technicians

- Minimum of five (5) years' experience in the technical field
- At least two (2) Bio Medical Engineering Technicians
- Diploma in Bio Medical Engineering
- Certificates and relevant experience must be provided
- Must attach CVs and Certificates

The staff whose documents are provided must be part of the bidder or its subcontractors, partners or vendors organization and should be nominated by the bidder for this assignment.

f). Manufacturer Authorization

Tenderers shall be required to provide Manufacturer authorization/proof of dealership/agreements with the authorized dealers (Dealership authorization letters) for the equipment.

g). Back Up Support

Bidders must also commit to providing servicing and maintenance of the equipment for a period of 2 years upon installation and any required site training.

g). Brochures

Tenderers are required to provide brochures of the proposed items with the appropriate product technical data.

h). Technical Specifications Compliance

The product is expected to meet the minimum technical specifications provided.

Financial Evaluation

Tenderers who pass the technical subjected to financial evaluation. This will involve checking for completeness of the Bill of Quantities and ranking of the bids to determine the lowest evaluated bidder.

Recommendation of Award

The lowest evaluated bidder will be recommended for consideration of award of the tender.

13.	13.1	The price shall be <i>fixed</i>
14.	14.1	The currency in which the prices shall be quoted shall be: <i>Kenyan Shilling</i>
16.	16.1	The authority for establishing the rates of exchange shall be Central Bank of Kenya. The applicable date for exchange rates for tendering and evaluation purposes is 28 days earlier than the final deadline for the submission of tenders.
17.	17.1	The Tender validity period shall be 140 days.
18.	18.1	Tender Securing Declaration is not required

19.	19.1	Written confirmation of authorization as provided <i>[power of attorney]</i>
D. Submission of Tenders		
20.	20.1	Tenders shall be submitted to: Africa Inland Church Health Ministries (AICHM) Through. tenders@aichm.org
21.	21.1	Project name SUPPLY DELIVERY AND CONFIGURATION OF MEDICAL EQUIPMENT AT AICHM OFFICES IN UPPERHILL, NAIROBI, KENYA Tender number RFQ/AICHM CBM/MSDF Equipments/1903026 Time and date for submission <i>30th March 2026 11.00 AM.</i>
22.	22.1	The deadline for Tender submission is a) Day 30 th b) March 2026 c) Time 11:00 AM
23	23.1	Expiry of Tender validity is 140 days after submission deadline.
E. Opening and Evaluation of Tenders		
24.	24.1	The Tender opening shall take place at: Africa Inland Church Health Ministries (AICHM) offices in Upperhil
F. Award of Contract		
25.	25.1	No advance payment will be issued. Payment to be based on performance, achievement of milestones and issue of completion certificates.

IV: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

ABBREVIATIONS AND ACRONYMS	6
SECTION I: INVITATION FOR TENDERS (IFT).....	7
SECTION II: INSTRUCTIONS TO TENDERERS (ITT).....	8
A. Introduction	11
1. Scope of Tender.....	11
2. Source of Funds.....	11
3. Eligible Tenderers.....	11
4. One Tender per Tenderer.....	12
5. Alternative Tenders by Tenderers	12
6. Cost of Tendering	12
7. Site Visit and Pre-Tender Meeting	12
B. Tendering Documents	13
8. Content of Tendering Documents.....	13
9. Clarification of Tendering Documents	13
10. Amendments of the Tendering Documents	14
C. Preparation of Tenders	14
11. Language of Tender.....	14
12. Documents Constituting the Tender	14
13. Documents Establishing Eligibility and Qualifications of the Tenderer	14
14. Lots Package.....	15
15. Form of Tender.....	16
16. Tender Prices	16
17. Tender Currencies.....	16
18. Tender Validity Period	16
19. Tender Securing Declaration	16
20. Format and Signing of Tender.....	17
D. Submission of Tenders	17
21. Sealing and Marking of Tenders	17
22. Deadline for Submission of Tenders	17
23. Late Tenders	18
24. Modification, Substitution and Withdrawal of Tenders	18
E. Opening and Evaluation of Tenders.....	18
25. Opening of Tenders	18
26. Confidentiality	19
27. Clarification of Tenders.....	19
28. Mandatory Preliminary Examination of Tenders	19
29. Correction of Errors.....	21
30. Conversion to Single Currency.....	22
31. Comparison of Tenders	22
32. National Preference	22
33. Determination of the winning Bidder	22
34. Post-qualification of Tenderer	23
F. Award of Contract.....	23
35. Criteria of Award.....	23
36. Clarifications	24
37. Procuring Entity’s Right to Accept any Tender and to Reject any or all Tenders..	24
38. Procuring Entities Right to Vary Quantities at the Time of Award.....	24
39. Notification of Award.....	24
40. Signing of Contract.....	25
41. Performance Security- NOT REQUIRED FOR THIS TENDER	25
42. Advance Payment	26
SECTION III: TENDER DATA SHEET	27
IV: GENERAL CONDITIONS OF CONTRACTTable of Clauses.....	30
A. General	34

1.	Definitions	34
2.	Interpretation	35
3.	Language, Law, Fraud and Corruption.....	36
4.	Confidentiality	37
5.	Project Manager’s Decisions	37
6.	Delegation.....	37
7.	Communications.....	37
8.	Subcontracting.....	37
9.	Other Contractors	37
10.	Personnel	37
11.	Procuring Entity’s and Contractor’s Risks	37
12.	Procuring Entity’s Risks.....	37
13.	Contractor’s Risks	38
14.	Site Investigation Reports.....	38
15.	Queries about the Contract Data Sheet.....	38
16.	Contractor to Construct the Works	38
17.	Commencement and Completion	38
18.	Approval by the Project Manager.....	38
19.	Protection of the Environment.....	38
20.	Labour Laws.....	38
21.	Health and Safety.....	38
22.	Discoveries	39
23.	Possession of the Site	39
24.	Access to the Site.....	39
25.	Instructions, Inspections and Audits.....	39
B.	Time Control	39
26.	Programme	39
27.	Extension of the Intended Completion Date.....	39
28.	Acceleration.....	40
29.	Delays Ordered by the Project Manager.....	40
30.	Management Meetings	40
31.	Early Warning.....	40
C.	Quality Control.....	40
32.	Identifying Defects	40
33.	Tests.....	40
34.	Correction of Defects.....	40
35.	Uncorrected Defects	40
D.	Cost Control	41
36.	Bill of Quantities	41
37.	Cash Flow Forecasts.....	41
38.	Payment Certificates.....	41
39.	Payments.....	41
40.	Compensation Events	41
41.	Taxes.....	42
42.	Currencies.....	42
43.	Price Adjustment	42
44.	Liquidated Damages.....	42
45.	Performance Securities -Will Not Be required for this Tender	42
46.	Cost of Repairs	43
E.	Finishing the Contract	43
47.	Completion Certificate	43
48.	Taking Over.....	43
49.	Final Account	43
50.	Operating and Maintenance Manuals	43
51.	Termination	43
52.	Payment upon Termination	44
53.	Property	44
54.	Release from Performance.....	44

55. Suspension of Financing.....	44
SECTION V: CONTRACT DATA SHEET (CDS)	45
SECTION VI: TECHNICAL SPECIFICATIONS	49
SECTION IX: TENDER FORMS	57
A. Form of Tender.....	57
B. Tender-Securing Declaration	59
C. Confidential Business Questionnaire	60

A. General

1. Definitions	<p>Boldface type is used to identify defined terms.</p> <p>The Adjudicator is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in Clauses 27 and 28 hereunder.</p> <p>Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those defined in Clause 47 hereunder.</p> <p>The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 58.1.</p> <p>The Contract is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.</p> <p>The Contractor is a person or corporate body whose Tender to carry out the Works has been accepted by the Procuring Entity.</p> <p>The Contractor's Tender is the completed Tendering document submitted by the Contractor to the Procuring Entity.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days; months are calendar months.</p> <p>Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>The Defects Liability Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.</p> <p>The Defects Liability Period is the period named in the Contract Data Sheet and calculated from the Completion Date.</p> <p>Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>The Procuring Entity is the party who employs the Contractor to carry out the Works.</p> <p>Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.</p> <p>The Intended Completion Date is the date on which it is intended that the Contractor</p>
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	<p>shall complete the Works. The Intended Completion Date is specified in the Contract Data Sheet. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>The Project Manager is the person named in the Contract Data Sheet (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>The Site is the area defined as such in the Contract Data Sheet.</p> <p>Site Investigation Reports are those that were included in the Tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>The Start Date is given in the Contract Data Sheet. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A Variation is an instruction given by the Project Manager that varies the Works.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, as defined in the Contract Data Sheet.</p> <p>“Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p>
<p>2. Interpretation</p>	<p>In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.</p> <p>If sectional completion is specified in the Contract Data Sheet, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the</p>

	<p>Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the order of priority given in the Contract Data Sheet:</p> <p>Agreement; Letter of Acceptance; Contract Data Sheet; Conditions of Contract; Technical Specifications; Contractor’s Tender; Drawings; Bill of Quantities; and Any other document listed in the Contract Data Sheet as forming part of the Contract.</p>
<p>3. Language, Law, Fraud and Corruption</p>	<p>3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data Sheet.</p>
	<p>3.2 It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:</p> <p>For the purpose of this provision, the following definitions are provided:</p> <p>“Corruption” has the meaning assigned to it in the Anti-Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution;</p> <p>“Fraudulent Practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and deprive the Procuring Entity of the benefits of free and open competition;</p> <p>“Collusive Practice” means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission, designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefit of free and open competition;</p> <p>“Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of any of them to influence improperly the actions of a Procuring Entity;</p> <p>“Obstructive Practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract;</p> <p>In pursuit of the policy defined in sub-Clause 44.1 the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or</p>

	services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract.
	3.3 Any communication between the Tenderers and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.
4. Confidentiality	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.
5. Project Manager's Decisions	Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
6. Delegation	The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
7. Communications	Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
8. Subcontracting	The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.
9. Other Contractors	The Contractor shall cooperate and share the Site with other contractors, public/county authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data Sheet. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
10. Personnel	<p>The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data Sheet, who shall be appropriately qualified and registered with the appropriate bodies to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.</p> <p>If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
11. Procuring Entity's and Contractor's Risks	The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
12. Procuring Entity's Risks	<p>12.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Procuring Entity's risks:</p> <p>The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:</p> <p>Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or</p> <p>Negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.</p> <p>The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it</p>

	<p>is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>12.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to: A Defect which existed on the Completion Date; An event occurring before the Completion Date, which was not itself a Procuring Entity's risk; or The activities of the Contractor on the Site after the Completion Date.</p>
13. Contractor's Risks	13.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.
14. Site Investigation Reports	14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data Sheet, supplemented by any information available to the Tenderers.
15. Queries about the Contract Data Sheet	15.1 The Project Manager will clarify queries on the Contract Data Sheet.
16. Contractor to Construct the Works	16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
17. Commencement and Completion	17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
18. Approval by the Project Manager	<p>18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>18.2 The Contractor shall be responsible for the design of Temporary Works.</p> <p>18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.</p>
19. Protection of the Environment	19.1 The Contractors shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	19.2 The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.
20. Labour Laws	<p>20.1 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration, and shall allow them all their legal rights.</p> <p>The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.</p>
21. Health and Safety	<p>21.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.</p> <p>21.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>21.3 The Contractor shall notify the Procuring Entity details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and</p>

	<p>make reports concerning health, safety, and welfare of persons, and damage to the property, as the Procuring Entity may reasonably require.</p> <p>21.4 The Contractor shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the Contract Data Sheet to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Procuring Entity's Staff and the surrounding community.</p>
22. Discoveries	22.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
23. Possession of the Site	23.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data Sheet , the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
24. Access to the Site	24.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
25. Instructions, Inspections and Audits	25.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

B. Time Control

26. Programme	<p>26.1 Within the time stated in the Contract Data Sheet, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.</p> <p>An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.2 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the Contract Data Sheet. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the Contract Data Sheet from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.</p> <p>26.3 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events</p>
27. Extension of the Intended Completion Date	<p>27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>

28. Acceleration	<p>28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by the Procuring Entity, they shall be incorporated in the Contract Price and treated as a Variation.</p>
29. Delays Ordered by the Project Manager	<p>29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
30. Management Meetings	<p>30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
31. Early Warning	<p>31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>33.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p>

C. Quality Control

32. Identifying Defects	<p>32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p>
33. Tests	<p>33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p>
34. Correction of Defects	<p>34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data Sheet. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> <p>34.3 If the Contractor has not corrected a defect within the time specified in the Procuring Entity's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 39.</p>
35. Uncorrected Defects	<p>35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.</p>

D. Cost Control

36. Bill of Quantities	<p>36.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.</p> <p>36.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.</p>
37. Cash Flow Forecasts	<p>37.1 When the Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>
38. Payment Certificates	<p>38.1 The Contractor shall submit to the Project Manager weekly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 7 days of receipt of the certificate from the contractor.</p> <p>38.3 The value of work executed shall be determined by the Project Manager.</p> <p>38.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.</p>
	<p>38.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>38.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> <p>38.7 The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the Contract Data Sheet.</p>
39. Payments	<p>39.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 7 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made as indicated in the Contract Data Sheet. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>39.2 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>39.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.</p>
40. Compensation Events	<p>40.1 The following shall be Compensation Events:</p> <p>(a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date stated in the Contract Data Sheet.</p> <p>(b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</p> <p>(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</p> <p>(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</p> <p>(e) The Project Manager unreasonably does not approve a subcontract to be let.</p> <p>(f) Ground conditions are substantially more adverse than could reasonably have</p>

	<p>been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</p> <p>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.</p> <p>(h) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Procuring Entity's Risks.</p> <p>(k) The Project Manager unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.</p> <p>40.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.</p> <p>40.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>
41. Taxes	41.1 The contractor shall include all payable taxes and levies in the priced BoQ.
42. Currencies	42.1 Where payments are made in currencies other than the Kenya Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Tender.
43. Price Adjustment	43.1 The Contract is not subject to price adjustment
44. Liquidated Damages	<p>44.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the Contract Data Sheet for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data Sheet. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 46.1.</p> <p>44.3 If the Contractor has not corrected defects within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in Clause 38.</p>
45. Performance Securities -Will Not Be required for this Tender	45.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank

	Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
46. Cost of Repairs	46.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

47. Completion Certificate	47.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.
48. Taking Over	48.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
49. Final Account	49.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
50. Operating and Maintenance Manuals	50.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data Sheet . 50.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data Sheet , or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Contract Data Sheet from payments due to the Contractor.
51. Termination	51.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. 51.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following: (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager; (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; (c) The Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) A payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate; (e) The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) The Contractor does not maintain a Security, which is required; and (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data Sheet . (h) If the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this paragraph: "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 and includes inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation, and. "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 Procuring

	<p>Entity, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.</p> <p>51.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 62.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p> <p>51.4 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.</p> <p>51.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
52. Payment upon Termination	<p>52.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data Sheet. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.</p>
	<p>52.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>
53. Property	<p>53.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.</p>
54. Release from Performance	<p>54.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
55. Suspension of Financing	<p>55.1 In the event that the source of financing is suspended to the Procuring Entity, from which part of the payments to the Contractor are being made:</p> <p>(a) The Procuring Entity is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.</p> <p>(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 46.1, the Contractor may immediately issue a 14-day termination notice.</p>

SECTION V: CONTRACT DATA SHEET (CDS)

Contract Data Sheet

Instructions for completing the Contract Data Sheet

CDS Clause	GCC Clause	Description
1	1.1	<p>A. General</p> <p>The Procuring Entity is <i>[Name, address, and name of authorized representative]</i>.</p> <p>The Adjudicator is <i>[Insert name]</i>.</p> <p>The Defects Liability Period is <i>[number]</i> days.</p> <p>The Project Manager is <i>[Name, address, and name of authorized representative]</i>.</p> <p>The name and identification number of the Contract is <i>[insert name and number as indicated in the Invitation for Tenders (or Pre-qualification, if any)]</i>.</p> <p>The Works consist of <i>[insert brief summary of the works, including relationship to other Contracts under the Project]</i>.</p> <p>The objectives of the contract are <i>[functional objectives of the works]</i> which are mandatory requirements that override any detail which may be provided below.</p> <p>The Start Date shall be <i>[insert date]</i>.</p> <p>The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i>.</p> <p>The following documents also form part of the Contract: <i>[list documents]</i></p> <p>The Site is located at <i>[insert location]</i> and is defined in drawings No: <i>[insert numbers]</i>.</p>
2.	2.1	<p>Indicate whether there is sectional completion <i>[specified/not specified]</i>.</p> <p><i>[If there is sectional completion, insert “The sections are:</i></p> <p><i>”]</i></p>
3.	3.1	<p>List other documents that form part of the contract if any:</p> <p>a)</p> <p>b)</p> <p>c).....</p>
4.	4.1	<p>The language of the Contract documents is <i>[insert language]</i>.</p> <p>The law that applies to the Contract is the Kenyan Law.</p>
5.	5.1	<p>Include the Schedule of Other Contractors, if any.</p> <p><i>[give list of other contractors]</i></p>
6.	6.1	<p>Include the Schedule of Key Personnel.</p> <p><i>[Give list of key personnel]</i></p>
7.	7.1	<p>The minimum insurance covers shall be:</p>

		<p>(a) loss of or damage to the Works, Plant, and Materials <i>[insert amount]</i>;</p> <p>(b) loss of or damage to Equipment <i>[insert amount]</i>;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>[insert amount]</i>; and</p> <p>(d) personal injury or death <i>[insert amount]</i>.</p>
8.	8.1	Site Investigation Reports available to the Tenderers are: a) b) c).....
9.	9.1	The other measures include: a. Minimising the number of migrant workers employed on the project and household in the site camp
10.	10.1	The Site Possession Date shall be <i>[insert date]</i> .

11.	11.1	Hourly rate of Fees payable to the Adjudicator is:..... <i>[insert hourly fee in KES.]</i> Types of reimbursable expenses to be paid to the Adjudicator include: <i>[insert types of reimbursable expenses]</i> . a) b) c).....
12.	12.1	Arbitration will take place at <i>[insert the place]</i> in accordance with rules and regulations published by <i>[state the institutions]</i> and <i>[insert rules and regulations]</i>
13.	13.1	Appointing Authority for the Adjudicator: <i>[Insert the name of Authority]</i>

B. Time Control

14.	14.1	The Contractor shall Submit a Programme for the Works within <i>[number]</i> days of delivery of the Letter of Acceptance.
15.	5.1	The period between Programme updates is <i>[number]</i> days.
16.	16.1	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is:..... <i>[State amount]</i> .

C. Quality Control

17.	17.1	The Defects Liability Period is <i>[number]</i> days.
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D. Cost Control

18.	18.1	Minimum Amount of Interim Payment Certificate will be <i>[insert figure or percent of contract price]</i>
19.	19.1	The interest rate shall be % above prevailing interest rate for commercial borrowing from the contractors' bank

20.	20.1	The Site Possession Date shall be <i>[insert date]</i> .
21.	21.1	The contract <i>[insert "is" or "is not"]</i> subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract.
22.	22.1	The amount of retention is <i>[state the percent]</i> of value of works of Interim Payment Certificate’.
		Limit of retention will be <i>[insert percent]</i> of contract price.
23.	23.1	The rate of liquidated damages is <i>[insert the percent]</i> <i>[Should be between 0.1 and 0.15 percent of contract price per day]</i>
		The maximum amount of liquidated damages is <i>[insert percentage]</i> <i>[should be between 5% to 10% of Contract Price]</i>
24.	24.1	The bonus for early completion is <i>[state the amount]</i> .
25.	25.1	The amount of advance payment shall be per cent of the contract sum payable by <i>[insert date]</i> .
		Monthly Recovery of Advance Payment: percent of amount of Interim Payment Certificate.
26.	26.1	The Performance Security shall be <i>[insert percentage]</i> <i>[should be between 0 to 15 percent of the contract price].</i>
		E. Finishing the Contract
27.	27.1	As built drawings shall be supplied by the contractor by <i>[insert date if applicable]</i> . Operating manual shall be supplied by the contractor by <i>[insert date if applicable]</i> .
28.	28.1	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is:..... <i>[State amount if applicable]</i> . The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is:..... <i>[State amount if applicable]</i> .
29.	29.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is <i>[percent]</i> .

SECTION VI: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

S/no	Item	Quantity	Description/features
1.	Digital Behind the ear hearing aids (Pediatric and adult models)	424	<p>GENERAL REQUIREMENTS Equipment: Behind-the-Ear (BTE) Digital Hearing Aid Condition: Brand new, unused Type: Digital, programmable, multi-channel BTE</p> <ul style="list-style-type: none"> • Compliance with: IEC 60118-0 / IEC 60118-7 (Electroacoustics of hearing aids) • CE marked and/or FDA approved • Warranty: Minimum 1 years for device and components • Battery: Standard replaceable batteries (size 13 or 312) • Suitable for mild to profound sensorineural hearing loss • Robust design for hospital, clinic, and community outreach use <p>ELECTROACOUSTIC REQUIREMENTS</p> <ul style="list-style-type: none"> • Channels: Minimum 4 frequency channels for digital signal processing • Gain: maximum (programmable) • Maximum Output • Frequency range: 250 Hz – 8000 Hz • Noise Reduction: Adaptive digital noise reduction • Feedback Cancellation: Automatic or adaptive feedback suppression <p>PROGRAMMING & ADJUSTMENT</p> <ul style="list-style-type: none"> • Fully programmable via PC / software • User-adjustable volume control • Fitting software compatible with Windows OS <p>BATTERY & POWER</p> <ul style="list-style-type: none"> • Standard disposable battery: size 13 • Battery life: ≥200 hours typical (size 13) <p>PHYSICAL REQUIREMENTS</p> <ul style="list-style-type: none"> • Color options: varied • Water and dust resistance • Ear mold compatibility: Standard earmold / silicone mold compatible • Comfortable and safe for long-term use

			<p>ACCESSORIES (MANDATORY)</p> <ul style="list-style-type: none"> • Fitting and programming software • Programming cable / interface • Battery tester / spare batteries • Cleaning kit: brushes, wax guards, tubing • Ear molds: adult and pediatric sizes • Carrying/storage case • Suitable for mild to severe sensorineural hearing loss (instead of mild to profound) • User manual (hard & soft copy)
2.	Ear molds	450	<p>Medical-Grade Silicone (for Soft Molds)</p> <ul style="list-style-type: none"> • Soft, flexible, hypoallergenic, and non-toxic • Shore A hardness: 20–40 (soft to medium) • Suitable for sensitive skin, infants, and elderly users • Excellent moisture and sweat resistance • Long-term shape retention • Biocompatibility certificate required <p>BIOCOMPATIBILITY & SAFETY</p> <ul style="list-style-type: none"> • Must comply with ISO 10993 standards for biocompatibility • Non-irritant, non-sensitizing, non-toxic • Free from phthalates, BPA, latex, and other harmful chemicals • Resistant to microbial growth and earwax degradation <p>ACOUSTIC & PHYSICAL PROPERTIES</p> <ul style="list-style-type: none"> • Retains shape and acoustic properties over prolonged use • Moisture-resistant and easy to clean • Maintains proper acoustic seal and coupling with hearing aid tubing • Dimensional stability: ± 0.5 mm tolerance • Flexibility for insertion and removal without cracking or deformation <p>COLOR & FINISH</p> <ul style="list-style-type: none"> • Natural skin tones: Beige, Brown, Dark Brown, Transparent • Optional: Pediatric colors (blue, pink, green) • Smooth surface finish for comfort and hygiene • Custom color options per client specification <p>PACKAGING AND LABELLING</p> <ul style="list-style-type: none"> • Individual hygienic packaging for each mold • Clearly labeled with: Side (Left / Right) Material type size or custom ID
3.	Hearing aid batteries	3936	size 13

4.	Impression Materials KITS	1	<p>Should have</p> <ul style="list-style-type: none"> • 10 silicone (A*B) • 5 Spatulas • 5 Syringes • 5 otoblocks size 2(250) and 3 (250) • 5 inspection light/touch • 2 disinfectant/sanitizer
5.	Hearing aid tube expanders	2	<p>Size 13 earmould tubing expander; Expansion range;0.10 inch to 0.13 Internal opening 2.5 to 3.3mm Length 12-13cm</p>
6.	Hearing aid tube cutters	2	Size 13
7.	Battery testers	2	<p>Digital LCD type Test type 13/312/675</p>
8.	Portable Audiometer	2	<p>General Requirements</p> <ul style="list-style-type: none"> • Must comply with IEC 60645-1 and ANSI S3.6 standards. • Electrical safety compliance • Portable, lightweight. • Battery and AC powered. • Calibration certificate (traceable to ISO standards). <p>Functional Requirements</p> <p>Air Conduction (AC)</p> <ul style="list-style-type: none"> • Frequency range: 125 Hz – 8 kHz. • Intensity range: –10 dB HL to 120 dB HL. • Tone types: Pure, pulsed, warble. <p>Bone Conduction (BC)</p> <ul style="list-style-type: none"> • Frequency range: 125 Hz – 8 kHz. • Intensity range: Up to 70–80 dB HL. • Bone vibrator: B71 or equivalent. <p>Speech Audiometry</p> <ul style="list-style-type: none"> • Live voice and recorded speech capability. • Tests: SRT, WRS, MCL, UCL. • Microphone with talk forward/back function. <p>Masking</p> <ul style="list-style-type: none"> • Narrowband noise. • Speech-weighted noise. • White noise. • Automatic masking assistance preferred. <p>Data & Connectivity</p> <ul style="list-style-type: none"> • USB connectivity to PC. • Compatible with Noah or equivalent software. • Internal patient storage • Exportable audiogram results (PDF/printable format). <p>Accessories (Must Be Included)</p> <ul style="list-style-type: none"> • Audiometric headset. • Bone conduction vibrator.

			<ul style="list-style-type: none"> • Patient response switch. • Carrying case. • Power adaptor. • User manual. <p>WARRANTY</p> <ul style="list-style-type: none"> • Minimum 24 months warranty.
9.	Tympanometer	1	<p>GENERAL REQUIREMENTS</p> <p>Equipment: Diagnostic Tympanometer</p> <p>Calibration certificate traceable to international standards.</p> <p>Portable, compact design suitable for clinic and outreach use.</p> <p>Internal rechargeable battery and AC power operation.</p> <p>Minimum 1 year warranty.</p> <p>FUNCTIONAL REQUIREMENTS</p> <ul style="list-style-type: none"> • Ear canal pressure range: +200 daPa to –400 daPa • Tympanogram types displayed (Type A, As, Ad, B, C) • Automatic and manual test modes • Real-time tympanogram display • Should have 226 Hz to 1000 Hz probe tones built-in <p>Acoustic Reflex Testing</p> <ul style="list-style-type: none"> • Ipsilateral reflex testing • Contralateral reflex testing • Stimulus types: <ul style="list-style-type: none"> 500 Hz 1000 Hz 2000 Hz 4000 Hz • Broadband noise (optional) <p>Eustachian Tube Function (ETF)</p> <ul style="list-style-type: none"> • ETF testing capability for intact tympanic membrane • Optional ETF testing for perforated tympanic membrane <p>DISPLAY & USER INTERFACE</p> <ul style="list-style-type: none"> • Touchscreen or keypad operation • Graphic and numeric result display • On-screen probe fit indicator • Multilingual interface (English mandatory) <p>DATA STORAGE & CONNECTIVITY</p> <ul style="list-style-type: none"> • Internal memory storage • USB port for data transfer • PC software for: <ul style="list-style-type: none"> Data storage Printing reports Export to PDF • Compatible with NOAH or equivalent database

			<p>system (preferred)</p> <ul style="list-style-type: none"> • Integrated or external thermal printer (optional) <p>PROBE & ACCESSORIES</p> <p>Must include:</p> <ul style="list-style-type: none"> • Adult probe assembly • Pediatric probe tips (multiple sizes) • Probe tone calibration cavity • Disposable ear tips • Power adaptor • Rechargeable battery • Carrying case • User manual (hard & soft copy) • Dust cover <p>PERFORMANCE & TECHNICAL PARAMETERS</p> <ul style="list-style-type: none"> • Test time: <5 seconds (automatic mode preferred) • Leak detection system • Ambient noise monitoring • Artifact rejection system • Measurement accuracy compliant with IEC standards <p>PHYSICAL SPECIFICATIONS</p> <ul style="list-style-type: none"> • Weight: lightweight • Compact tabletop or portable model
10.	OAE	1	<p>GENERAL REQUIREMENTS</p> <ul style="list-style-type: none"> • Equipment: (OAE) Screener • Condition: Brand new, unused • Type: Handheld, battery-operated screening device • Intended use: Newborn, infant, pediatric, and adult hearing screening • Portable and suitable for outreach use • Minimum 1-year manufacturer warranty • Calibration certificate traceable to international standards <p>FUNCTIONAL REQUIREMENTS</p> <p>Test Types</p> <p>The device must support:</p> <ul style="list-style-type: none"> • TEOAE (Transient Evoked OAE) • DPOAE (Distortion Product OAE) <p>Frequency Range</p> <ul style="list-style-type: none"> • TEOAE frequency range: 1 kHz – 4 kHz • DPOAE frequency range (if available): 1 kHz – 6 kHz) <p>Screening Protocols</p> <ul style="list-style-type: none"> • Automatic pass/refer result • Pre-programmed screening protocols • Adjustable test parameters • Noise rejection system • Probe fit detection

			<ul style="list-style-type: none"> • Artifact rejection capability • Test time per ear: preferably less than 30 seconds (depending on noise conditions) <p>DISPLAY & USER INTERFACE</p> <ul style="list-style-type: none"> • Touchscreen or simple keypad operation • Clear PASS / REFER result display • Probe stability indicator • Noise level indicator • Multilingual interface (English mandatory) <p>DATA STORAGE & CONNECTIVITY</p> <ul style="list-style-type: none"> • Internal memory capacity. • USB connectivity for data transfer <p>PC software for:</p> <ul style="list-style-type: none"> • Data storage • Report printing • Export in PDF or CSV format • Compatibility with hearing screening databases • Wireless connectivity (optional) <p>POWER SUPPLY</p> <ul style="list-style-type: none"> • Internal rechargeable battery • Minimum 6–8 hours continuous operation • Charging via AC adaptor • Battery status indicator <p>PROBE & ACCESSORIES</p> <p>Must include:</p> <ul style="list-style-type: none"> • OAE probe assembly • Infant probe tips (multiple sizes) • Pediatric/adult probe tips • Disposable ear tips • Probe test cavity for daily calibration check • Rechargeable battery • Power adaptor • USB cable • Carrying case • User manual (hard and soft copy) <p>PERFORMANCE & TECHNICAL PARAMETERS</p> <ul style="list-style-type: none"> • Automatic calibration check • Ambient noise monitoring • Test repeatability indicator • Lightweight
11.	ABR/Bera	1	<p>GENERAL REQUIREMENTS</p> <p>Equipment: Automated / Diagnostic Auditory Brainstem Response (ABR/BERA) System</p> <p>Condition: Brand new, unused</p> <ul style="list-style-type: none"> • Portable or tabletop design suitable for hospital or outreach use

- Minimum 1-year warranty
- Calibration certificate traceable to international standards

FUNCTIONAL REQUIREMENTS

ABR/BERA Recording

- Stimulus type: Click, tone burst, and optional CE-chirp
- Stimulus intensity range: 0–100 dB nHL
- Stimulus rate: Adjustable 5–100 Hz
- Polarity: Rarefaction, condensation, alternating
- Recording modes: Monoaural, binaural, differential
- Automated peak detection: Wave I, III, V identification with latency analysis

Patient Interface

- Surface electrodes with:
 - Pre-gelled disposable electrodes
 - Optional reusable electrodes
- Impedance check: <5 kΩ recommended
- Electrode placement guide and stability monitoring
- Automatic noise rejection system

Data Display & User Interface

- Real-time waveform display
- Latency/amplitude measurement display
- Automated report generation (PDF/printable)
- Touchscreen or easy-to-use keyboard interface
- Multilingual interface (English mandatory)

DATA STORAGE & CONNECTIVITY

- Internal memory
- USB / Ethernet connectivity for PC transfer
- Compatible with NOAH or equivalent audiology software
- Report export in PDF / CSV formats
- Optional wireless connectivity / cloud backup

PHYSICAL SPECIFICATIONS

- Lightweight and portable or compact tabletop
- Battery operation optional (for outreach programs)

ACCESSORIES (MANDATORY)

- Pre-gelled disposable electrodes
- Electrode cables and leads
- USB/PC connection cable
- Earphone transducers: Insert earphones
- Sound-attenuating headphones / inserts
- Carrying/storage case

			<ul style="list-style-type: none">• Power adaptor• User manual (hard & soft copy) <p>PERFORMANCE & TECHNICAL PARAMETERS</p> <ul style="list-style-type: none">• Waveform clarity: High SNR even in moderately noisy environments• Automated peak detection accuracy:• Test duration: 3–10 minutes per ear depending on protocol• Artifact rejection: Automatic & manual• Patient comfort and safety features
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SECTION IX: TENDER FORMS
A. Form of Tender

(On letterhead of the tenderer)

[Date]

TENDER NAME:

TENDER NO:

Dear Sir,

1. In accordance with the Conditions of Contract, Technical Specifications, for the execution of the above named tender, we, the undersigned offer to supply the whole of the said works and remedy any defects therein for the sum of Kshs..... [Amount in figures]

.....
Kenya Shillings [Amount in words]

2. We undertake, if our tender is accepted, to commence the supply as soon as is reasonably possible after the receipt of the contract, and to complete the whole of the supply Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of _____
[Name of Tenderer]

of _____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

BID FORM

THE EXECUTIVE DIRECTOR
AIC HEALTH MINISTRIES
P. O. BOX 40431-00100
NAIROBI

Dear Sir,

BID FOR: RFQ/AICHM CBM/MSDF Equipments/1903026

Having examined the bid documents, technical specifications, for the works described in these documents, we the undersigned offer to carry out all the works in conformity with this Contract for the sum of

Kshs:.....
.....**(Amount in words) Kshs:**.....**(Amount in figures).**

We undertake if our bid is accepted to commence the works as soon as it is reasonably possible after receipt of the Client’s Order to commence and to complete and deliver the whole of the supply works comprised in the Contract within.....(days) from the Commencement date.

We agree to abide by this Bid for the Bid validity period of one hundred and twenty (140) days, from the tender opening date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We also agree that pending the preparation and execution of the formal Agreement, this Bid together with the notification of award of the contract shall constitute a binding contract between the Client and the Contractor.

Dated thisday of 2026.

		Witness
Signature
Name
In the Capacity of

B. Tender-Securing Declaration

Date:

Tender No.:

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of 3 YEARS starting on 2026 if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

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

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

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

Corporate Seal (where appropriate)

C. Confidential Business Questionnaire

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date of Submission	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Email 7. Phone number contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____ Nationality _____
 _____ Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)..... Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name

Title or

Designation _____

(Signature)

(Date)

Integrity Declaration

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the 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. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer 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 Tenderer 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 Tenderer 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 they 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 Tenderer 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 Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
6. Tenderers 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.

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....