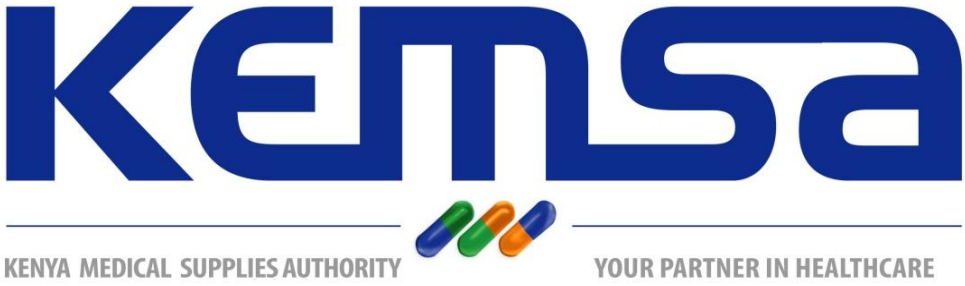

Supply of Neonatal Resuscitative & Care Equipment

Tender Number:	**USAID KEMSA MCP/OIT 003/2017-18**
Release Date:	**29th March 2018**
Submission Date:	**3rd May 2018**
Project:	**USAID KEMSA Medical Commodities Project**
Contracting Entity:	**Kenya Medical Supplies Authority**
Funded by:	**United States Agency for International Development (USAID)**
Contract No:.	**AID-615-C-15-00003**

INVITATION TO TENDER (ITT)

Open International Tender (OIT)

IFT Nº.: USAID KEMSA MCP/OIT 003/2017-18

Supply of Neonatal Resuscitative & Care Equipment

Date: 29th March 2018

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

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

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

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

5. Complete set of bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and description

must be accompanied by a tender security of **USD20,000 or KES2,000,000.00** or equivalent in a freely convertible currency and must be delivered to the address below on or **before 10:00 AM on May 3rd 2018** Tenders must be deposited at **KEMSA Tender Box 2** for **Global Fund /USAID Tenders** at **KEMSA, Main Reception**. Bulky tenders can be handed over to KEMSA Procurement Director's Office for registration and safe keeping till the tender opening date. Tenders will be opened promptly in public and in the presence of the Tenderers' representatives who choose to attend.

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

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

Kenya Medical Supplies Authority 13 Commercial Street, Industrial Area

P. O. Box 47715-00100 Nairobi, Kenya; Tel: (+254) 20-392 20 00

E-mail: **procurement.programs@kemsa.co.ke**

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

REGISTRATION FORM FOR ONLINE TENDERERS/BIDDERS

IFT Nº.: USAID KEMSA MCP/OIT 003/2017-2018 Supply of Neonatal Resuscitative & Care Equipment.

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

Name of the firm:……..

Postal Address:……..

Telephone Contacts:……...……

Company email address:……..

Contact Person:……

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

Contents of Bidding Document:

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

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

1.0 INSTRUCTIONS TO BIDDERS

1.1 Acronyms and Definitions

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

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

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

Under DDU delivery terms the Supplier shall:

1. Pack and mark the shipment to comply with contract specifications, provide commercial invoice or electronic message, and other documentation as required by the contract agreement.

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

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

1.2 Introduction

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

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

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

1.3 Source/Origin/Nationality

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

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

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

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

1.4 Product Specifications

As provided for under technical specifications section.

1.5 Delivery

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

1.6 Transportation

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

While the Comptroller General's memorandum does not establish specific criteria for determining when freight service is unavailable, it is USAID's policy that such service is not available when the following criteria are met:
(*1) When no U.S. flag air carrier provides scheduled air freight service from the airport serving the shipment's point of origin and a non-U.S. flag carrier does;*
(2) When the U.S. flag air carrier(s) serving the shipment's point of origin decline to issue a through air waybill for transportation at the shipment's final destination airport;
(3) When use of a U.S.-flag air carrier would result in delivery to final destination at least seven days later than delivery by means of a non-U.S. carrier;
(4) When the total weight of the consignment exceeds the maximum weight per shipment which the U.S. flag air carrier will accept and transport as a single shipment and a non-U.S. flag air carrier will accept and transport the entire consignment as a single shipment;
(5) When the dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitations of the U.S. flag aircraft's cargo door opening, but do not exceed the acceptable dimensions for shipment on an available non-U.S. flag scheduled air carrier.

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

1.7 Proposals

Prices must be quoted on a lump-sum, all-inclusive basis, including packing, insurance, inspections, taxes, etc. Offers must remain valid for not less than

ninety (90) calendar days after the offer deadline. All prices must be expressed in US Dollars unless otherwise instructed.

1.8 Negotiations

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

1.9 Evaluation and Award

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

A) PRELIMINARY EXAMINATION

Required documents

1. Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3…….. n where n is the last page)

2. Copy of Certificate of Incorporation/Registration.

3. Copy of current Tax Compliance Certificate

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

5. Original Bid Security provided and valid for 120 days from date of tender opening. Value of Bid Security should be **USD 20,000 or KES2,000,000.00** or equivalent in a freely convertible currency.

6. Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire.

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

SCHEDULE OF REQUIREMENTS

1. MANUFACTURER'S BROCHURE

a) Tenderers are required to submit with their offer a legible manufacturer's brochure for each product/item offered. Failure to submit a legible manufacturer brochure will lead to disqualification of the product/item offered.

b) For the purpose of this tender a manufacturer brochure shall contain the following information;

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

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

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

iv) Description of the product and its features.

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

vi) Dimensions of the product

A brochure shall not be acceptable if it:

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

ii) Contains superimposed images of the product

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

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

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

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

2. MANUFACTURER AUTHORIZATION

a) The tenderer shall provide a Manufacturer Authorization as stipulated in the tender documents for all products tendered for. The Manufacturer Authorization shall specify the product offered in terms of name and model number.

b) Any alteration whatsoever on the Manufacturer Authorization will lead to automatic disqualification of the product.

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

d) Any falsehood established during this verification on authenticity of the above documents will lead to disqualification of a supplier's bid and the subsequent disciplinary measures against this supplier

3 QUALITY CERTIFICATION

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

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

a) The tenderer shall be required to submit ISO 13485 quality certificate and any one of the two above for the purpose of this tender
b) For the certificate of conformity to be valid it shall comply with the following;

i) Issued by recognized independent certification body to the manufacturer
ii) It should be current (not have expired)
iii) Clearly specify the product(s) being offered
iv) State the location of the manufacturing plant
v) Must not contain any alterations whosoever

4. COMPLIANCE SHEET

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

b) All the dimensions, capacities and performances of the product to be supplied shall not be less than those required in the tender technical specifications. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

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

there is a conflict between the compliance sheet and the brochure, the brochure has prevail.

5. DELIVERY PERIOD

The tenderer shall be required to indicate the shortest possible delivery period for each product**.**

6.LOCAL BACK UP

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

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

7. FALSIFICATION OF DOCUMENTS

Any document or information submitted e.g Manufacturer Authorization, Quality Certificate, Brochures etc may be subjected to verification on authenticity. In case of any falsification the item shall not be acceptable and the procurement entity shall recommend appropriate action to the tenderer.

8. PRODUCT AND ACCESSORIES

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

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

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

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

e) All consumables itemized in the specifications shall be supplied

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

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

h) Prices quoted should include all costs of shipment, handling, installation, pre installation and commissioning at named place of destination.

i) For equipment that require installation and commissioning , payment will be made after successful installation and commissioning and signing of the INSTALLATION AND COMMISSIONING CERTIFICATE issued from the office of Chief Executive Office, KEMSA**.**

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

DELIVERY SCHEDULE

The delivery schedule for all items shall be **within 8-12 weeks.**

C) FINANCIAL EVALUATION

a) Financial Capability

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

1.10 GENERAL CONDITIONS:

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

- KEMSA cargo is to be put on a standard pallet size of 120 by 100 cm. Any deviation from this standard size must be approved by KEMSA

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

1.11 OTHER TERMS AND CONDITIONS:

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

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

2.0 DRAFT ORDER TERMS AND CONDITIONS

2.1 Acronyms and Definitions

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

2.2 Subcontract Price Funding Type

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

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

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

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

2.3 Source and Origin

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

2.4 Host Country Consular Fees, Duties, & Tariffs

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

2.5 Packing

All goods supplied under this contract must be packed according to the highest international packing standards suitable to prevent theft, loss or damage, including water damage, to cargo during transit and until safe arrival at the delivery point. The Goods should conform to standards specified in the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French Pharmacopoeia, the International Pharmacopoeia, or the European Pharmacopoeia, the latter particularly for raw materials. The standards shall be the each latest edition at the time of bid submission unless

otherwise stated by the Purchaser. In case the pharmaceutical product is not included in the specified compendium, but included in the Purchaser's national essential drug list, the Purchaser should clearly indicate acceptable limits and the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.

Specific packing instructions include:

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

2.6 Price Schedule

See Annex A

2.7 Delivery Terms

Delivery terms are: DDU, named place of destination.

2.8 Packing Lists

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

2.9 Payment Terms

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

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

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

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

2.10 Undertaking

The subcontractor shall provide the commodities proposed in Section 1.6 once the commodities are complete following manufacture and inspection but prior to

completion of an independent quality assurance analysis. The subcontractor shall notify KEMSA that the commodities are ready for shipment and shall also provide a Letter of Undertaking to KEMSA.

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

6.11 Pre-delivery Inspection

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

#	Item Description	UoM	MINIMUM NO. OF SAMPLES REQUIRED
1	Ambu bags - Newborn	Unit	1
2	Ambu bags - Paediatric	Unit	1
3	Fetoscope	Unit	1
4	Oxygen concetrators with flow meter(set)	Unit	1
5	Room Warmers (Electric)	Unit	1
6	Suction Machine - Manual	Unit	1
7	Suction Machine - Electrical	Unit	1
8	Infant Incubators	Unit	1
9	Resuscitaire(Newborn) with phototherapy machine	Unit	1

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

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

2.12 Acceptance

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

2.13 Warranty

If applicable, all materials supplied under this Subcontract must be covered by the manufacturer's standard export/international warranty which shall, at a minimum, protect The Agent from any loss due to defective workmanship, material, packing and parts, for 18 (eighteen) months after the delivery of commodities is completed. In the event that the warranty is breached, The Agent may require, and the Subcontractor is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Subcontractor would be responsible for all necessary transportation charges required to ship the defective commodities to the manufacturer and return to the customer.

In the event of the Subcontractor's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, The Agent may remedy such defects on his own and claim the reasonable cost of such remedial action from the Subcontractor. The warranty shall be transferable without need for

consent of the Subcontractor in the event The Agent elects to fully transfer all of its ownership rights in the commodity to any other entity at any time during the warranty period.

2.14 Eligibility of Subcontractors

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

B. The Subcontractor must be:

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

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

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

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

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

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

2.15 Eligibility of Commodities/Source, Origin

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

A. Source

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

B. Origin

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

C. Authorized Geographic Code

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

2.16 Modifications

Modifications to the terms and conditions of this subcontract, including any modification to the scope of work, may only be made by written agreement

between authorized personnel of both Parties. Each Party shall give due notice and consideration to any proposals for modification made by the other Party. The responsible parties to this subcontract shall be:

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

2.17 Changes

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

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

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

2.18 Legal Effect of USAID Approval and Decisions

The parties hereto understand that the Subcontract has reserved to USAID certain rights such as, but not limited to, the right to approve the terms and conditions of this Subcontract, the Subcontractor, and any or all plans, reports, specifications, Subcontracts, bid documents, drawings, or any other documents related to this Subcontract and the project of which it is a part. The parties hereto further understand and agree that USAID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USAID to exercise or refrain from exercising these approval rights shall be made as a

financier in the course of financing this project and shall not be construed as making USAID a party to the Subcontract. The parties hereto understand and agree that USAID may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any approval (or failure to approve) by USAID shall not bar The Agent or Owner from asserting any right, or relieve the Subcontractor from any liability which the Subcontractor might otherwise have to Agent or USAID.

2.19 Termination

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

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

2.20 Force Majeure

Except with respect to default of second tier subcontractors, the Subcontractor shall not be liable for any excess costs if the failure to perform the subcontract arises out of causes beyond the control and without the fault or negligence of the Subcontractor (Force Majeure) and if the Subcontractor, within ten (10) days from the beginning of any such Force Majeure notifies the agent of such prevention of performance and the cause thereof. Such causes may include, but are not restricted to, acts of The Agent in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. If

the failure to perform is caused by the fault of a second tier subcontractor and if such default arises out of causes beyond the control of both the Subcontractor and the second tier subcontractor and without the fault or negligence of either of them (Force Majeure), and the Subcontractor, within ten (10) days from the beginning of any such Force Majeure, notifies the agent of such prevention of performance and the cause thereof, the Subcontractor shall not be liable for any excess costs due to the failure to perform, unless the supplies or services to be furnished by the second tier subcontractor were obtainable from other sources in sufficient time to permit the Subcontractor to meet the required delivery schedule.

2.21 Disputes, Appeals and Arbitration

Every effort will be made to resolve amicably through mutual agreement any dispute which may arise between the Parties under this agreement. In the event that such good faith efforts are unsuccessful in resolving the dispute, the Parties shall escalate the dispute to higher management levels. Failing an amicable settlement at the management level, both Parties shall agree in writing to proceed with a claim and shall be settled in accordance with Rules of Commercial Arbitration of the American Arbitration Association that are in force on the date of this agreement. The arbitration shall take place in Washington, D.C., unless otherwise agreed to by the Parties. The number of arbitrators shall be three and they will be appointed in accordance with the Association's procedures. The decision of the arbitrators will be governed by and will not rewrite, invalidate or expand upon the terms and conditions of this Agreement. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party will bear its own costs of arbitration.

2.22 Assignment

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

2.23 Vesting of Title and Diversion Rights

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

2.24 Terrorist Financing

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

2.25 Indemnity and Waiver of Benefits

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

2.26 Conditions of Subcontract for the Supply of Goods

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

supplied in accordance with the relevant ISO Standard, or to a recognized national standard in the country of manufacture acceptable to the Agent.

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

(c) Guarantee. The Manufacturer shall guarantee to The Agent that (1) the Goods shall be new, of satisfactory quality, fit for the purposes for which the Goods are ordinarily used, and for any purposes expressly made known in writing to the Supplier, and suitable for use in Kenya. The Goods shall have no defect arising from design, materials or workmanship, or from any act or omission of Manufacturer, or his sub suppliers and which may develop under proper use of the Goods in the conditions in Kenya. (2) That the Goods shall remain free of any defect (other than those arising from reasonable wear and tear or improper use, for which the Manufacturer is not responsible) for a period of 12 (twelve) months after the Goods or any portion thereof have been delivered to the final destination indicated in the order, or 18 (eighteen) months after the date of shipment, whichever is shorter. (2) The Agent shall notify the manufacturer of any claims under this clause (3) Upon receipt of notification of a claim, The Agent shall promptly direct Manufacturer to repair or replace any defect in or damage to the Goods (or any part thereof) free of charge including transport charges to The Agents' facilities. If it is reasonably practicable or necessary for a defective part to be returned to the Manufacturer, The Agent shall arrange for it to be returned to the Manufacturer at Manufacturer's cost. Where Manufacturer supplies a part in replacement of a defective part, and does not at that time

request the return of the defective part, no responsibility for the defective part shall rest with The Agent. (4) If the Manufacturer fails to remedy the defect or damage within a reasonable time, The Agent, after giving notice to the Manufacturer, take such remedial action as may be necessary, at the Manufacturer's risk and expense, without prejudice to any other rights which they may have against the Manufacturer. (5) The Manufacturer of the Goods or such part thereof shall be under the same liability to the Manufacturer as the Manufacturer's liability to The Agent. (6) No claim shall be made against the Manufacturer by The Agent in respect of damage to property not the subject matter of the order or for loss of profit.

(d) Packing. (1) The Manufacturer shall provide such packing as is required to prevent damage to or deterioration of the Goods during transit to and storage at The Agent's warehouse, and as may reasonably be anticipated and prudent, bearing in mind the destination of the Goods and their mode of transport.

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

(e)Delivery. (1) Delivery of the Goods shall be made by the Manufacturer in the manner and at the time specified in the order. (2) The Manufacturer shall provide reports on the progress of the order in such form as may be required by The Agent. If, at any time during the performance of the order, the Manufacturer is unable to deliver the Goods within the time or times specified in the order, the Manufacturer shall immediately give notice of the delay in writing to The Agent with and explanation of the cause. The submission and acceptance of these reports and/or notices shall not prejudice the rights of The Agent under the

Subcontract and orders issued hereunder. (3) For the purposes of the order, trade terms used to describe the obligations of the parties shall have the meanings assigned to them set out in the ICC official rules for the interpretation of trade terms (Incoterms2011) except to the extent that they are inconsistent with these Conditions or any provisions of the order, in which case the provision of the Subcontract and order shall prevail.

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

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

(f)Documentation. (1) Unless otherwise specified by The Agent, documentation shall be provided at the time and in such manner as specified in section G of the Subcontract. (2) If an export license is required from the country of manufacture or export, the Manufacturer shall be required to provide the license and the provision and cost of such license shall be the responsibility of the Manufacturer.
(g)Payment. Unless otherwise specified by The Agent in the order, payments shall be made in accordance with section 3.9 of this Subcontract.
(h)Variation. No variation in or modification of the terms of the order shall be made except by written amendment signed by both The Agent and Manufacturer.

(i)Government Regulations. (1) The Manufacturer shall be responsible for complying with the enactments, orders, regulations or other instruments issued by the government or other competent authority in the country of manufacture. (2) The Manufacturer shall indemnify The Agent for any loss or expenses incurred as a result of the Manufacturer's failure to comply with any of the said enactments, orders, regulations or other instruments.
(j)Inspection. (1) The Manufacturer shall arrange for inspection of Goods at the Manufacturer's facility by an Inspector, appointed by The Agent, prior to shipment. Details of the scope of inspection shall be set out in the orders and the following provisions shall apply. (2) The Goods shall be inspected at the

Manufacturer's works, or any other place that the Inspector may reasonably require or approve, and if found defective or inferior in quality to, or differing in form or material from the requirement of the order, may be rejected. The whole of any consignment may be rejected if any proportion, percentage or samples of the Goods or material comprised therein or samples taken from bulk, are found not to conform in every respect to the requirements of the order. The Manufacturer shall, at his own expense and within the time for delivery specified in the order, replace or make good to the satisfaction of the Inspector any Goods so rejected. (3) The Manufacturer shall, if called upon to do so, obtain the Inspector's approval of the manner in which the Manufacturer proposes to supply or to perform services in relation to each portion of the Goods and shall furnish such drawings and information as the Inspector may require. Where the order is for the supply of Goods described in the Manufacturer's proprietary specification, then the Manufacturer's liability shall be restricted to providing the Inspector with information concerning the material used, the method of manufacture, details of production line test and inspection procedures.

(4) The Manufacturer shall notify The Agent at least seven days in advance of the date on which any of the Manufacturer's Goods will be ready for inspection. Without limiting the provisions of clause – (j)(1) of these conditions, the Inspector may inspect and reject any of the Goods at any earlier stage in course of manufacture or production. (5) Where inspection of any of the Goods, whether completed or in course of manufacture or production, is carried out at the Manufacturer's work (or, where applicable, at lower tier manufacturers' works), the Manufacturer shall ensure that the Inspector has full and free access to the said works as and when required for that purpose, and shall ensure that Manufacturer provides the Inspector with reasonable accommodations and facilities as may be required. (6) The Inspector shall not be required to sign any form of waiver or indemnity concerning his presence or actions at the place of inspection. (7) If any of the Goods, whether completed or in course of manufacture or production, are rejected by the Inspector, they shall be marked or segregated in such manner satisfactory to the Inspector as to ensure their subsequent identification as rejected work. (8) When independent tests and analyses, in addition to those made by the Inspector on the Manufacturer's premises are considered necessary, such tests or analyses will be made by persons appointed by The Agent. The Manufacturer to bear the cost of supply and transport of samples. The costs of such additional tests and analyses will be borne by Manufacturer. (9) The Manufacturer shall not send any of the Goods

forward for shipment or report the Goods ready for dispatch for shipment until The Agent shall have given its consent to the Manufacturer to release the order. Such consent shall not release the Manufacturer from any of his liabilities under this subcontract.

2.27 Clauses Incorporated by Reference

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

Federal Acquisition Regulation (FAR) Clauses:

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

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

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

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

ANNEX A - PRODUCT SPECIFICATION, PRICING & DELIVERY SCHEDULE

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

Offeror's Name & Address: _____

Contact Person: _____

Tel No: _____

E-mail address:_____

Signature of contact person:_____

TECHNICAL SPECIFICATIONS OF PRODUCT

1.	**Neonatal/child A.M.B.U bag – Newborn**	
	Purpose of Use	Resuscitation
	Functional requirements	Resucitaire as the working surface.

	Detailed requirements:	**Product parameters**: • Material: Dome: polyether sulfone, Cushion: or silicone • Sizes: • Infant Face Mask size 0,1 Airways size 00,0,1 with pressure limitation valve (240ml) • Must have face masks, reservoir bags, fitting oxygen tubing 7feet long • Transparent face mask with soft and tight seal for safe ventilation • The bag must have a self-regulating valve that allows the delivery of the desired volume. •Versatile 360 degree swivel for facemask or endotracheal tube attachment. •Must be self-inflating. •Must be dismountable and easily assembled •Must be self-inflating. •Autoclavable and latex free. •Face mask with soft and tight seal for safe ventilation •A.M.B.U bag child able to fold into its carrying case. •Provided with a clear PP carrying case/box
	Physical/Chemical Characteristics	Components • Neonatal sized mask. Reservoir bag. Oxygen tube. Carrying box. Raw Materials • Clear silicone autoclavable. Able to withstand standard hospital decontamination agents.
	Packaging parameters:	•Should be individually packed in a convenient PP case/box. •Standard weight of carton 15-20kg during final delivery to the warehouse.
	Labeling parameters:	•Labeling should be in English. •Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. •Labelled "USAID-KEMSA", Manufacturer's Name and address,

		Country of Origin, Batch No, and Date of Manufacture. •Should conform to KEBS / ISO 13485 standard OR equivalent. •Manufacturer must be KEBS / IS13485 certified or equivalent.
	Submission of sample:	Submit one sample piece for evaluation
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County, Busia County, Elgeyo Marakwet County, MTRL Eldoret, Kitui County, Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Nairobi County, Samburu County and Kilifi County**
2	**Neonatal/child A.M.B.U bag – Pediatric**	
	Parameters:	**Specifications:**
	Purpose of Use	Resuscitation
	Functional requirements	Resucitaire as the working surface.
	Detailed requirements:	Product parameters: • Material: Dome: polyether sulfone, Cushion: or silicone • Sizes: • Child Face Mask size 1,2,3 Airways size 00,1,2 with pressure limitation valve (500ml) • Must have face masks, reservoir bags, fitting oxygen tubing 7feet long • Transparent face mask with soft and tight seal for safe ventilation • The bag must have a self-regulating valve that allows the delivery of the desired volume. •Versatile 360 degree swivel for facemask or endotracheal tube attachment. •Must be self-inflating. •Must be dismountable and easily assembled

		•Must be self-inflating. •Autoclavable and latex free. •Face mask with soft and tight seal for safe ventilation •A.M.B.U bag child able to fold into its carrying case. •Provided with a clear PP carrying case./box
	Physical/Chemical Characteristics	Components • Neonatal sized mask. Reservoir bag. Oxygen tube. Carrying box. Raw Materials • Clear silicone autoclavable. Able to withstand standard hospital decontamination agents.
	Packaging parameters:	•Should be individually packed in a convenient PP case/box. •Standard weight of carton 15-20kg during final delivery to the warehouse.
	Labeling parameters:	•Labeling should be in English. •Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. •Labelled "USAID-KEMSA", Manufacturer's Name and address, Country of Origin, Batch No, and Date of Manufacture. •Should conform to KEBS / ISO 13485 standard OR equivalent. •Manufacturer must be KEBS / IS13485 certified or equivalent.
	Submission of sample:	Submit one sample piece for evaluation
	Delivery details:	**Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Nairobi County and Kilifi County**
3	**Fetoscope - Fetal Heart Monitor**	

	Purpose of Use	Foetal heart detector • Detect, measure, and display foetal heart activity. The primary purpose of the fetal heart detector is to provide quick reassurance of fetal well-being to both the mother and the healthcare worker. The fetal heartbeat cannot be heard with an obstetric stethoscope until 24 weeks after conception. Ultrasonic fetal heart detectors can easily detect fetal heart sounds throughout the pregnancy, starting as early as 8 weeks.
	Functional requirements	Foetal heart detector, ultrasonic • Fetal heart detectors are routinely used by physicians, obstetric nurses, and community midwives to record FHR values. Abnormal readings can quickly alert the healthcare worker to possible complications.
	Detailed requirements:	• Electrocardiograph (ECG), heart rate, fetal heart • A device intended to enable audible detection of the foetal heart through the use of ultrasound. • Microprocessor controlled equipment. • LCD display with visualization of at least fetal heart rate. • Integrated fetal heart processing software. Ultrasound working frequency in the range 2MHz -10% to 3MHz +10%. • Sensitivity to detect fetal heart beats of at least a 10-12 weeks fetus. • At least two high sensitivity equipment compatible probes provided: 2 and 3 MHz. • Heart rate measurement range not smaller than 50-210 bpm with resolution not higher than 2 bpm. • Audio output reproduction of the fetal heart rate with integrated speaker and with headphones. • Audio volume control system integrated.

		• At least 1 of system compatible headphones provided. • At least one integrated serial port for PC connection and data transmission. • Memory storage capacity of at least 4 hours of working data. • Cable for data transmission. • 1 pair of spare system compatible headphones. • At least 1 bottle of gel for patient application. • Carry case for easy transportation. • Fetal stethoscope in design. • With binaural and comfortable, steady vinyl coated head rest. • 22 Y inch tubing. • 29 inches overall. • Smooth comfortable edges on the pinnard cup. • Superior demonstrated sound sensitivity. • Latex free. • Supplied with at least three spare sets of ear plugs.
	Packaging parameters:	• Individually packed in a primary box. • The unit boxes to be in 5 ply cartons. • Standard weight of carton 15-20kg during the final delivery to warehouse
	Labeling parameters:	• Labeling should be in English. • Each carton to be clearly marked with the name and characteristics of the article and number of units per carton, Manufactures' address. Country of Origin, lot/ serial no of the instruments. manufacturing date

		• Item MUST be engraved/ labelled with Manufacturer's name. • Should conform to KEBS / ISO standard or equivalent. • Manufacturer must be KEBS / ISO certified or equivalent.
	Submission of sample:	• Submit one sample piece for evaluation
	Displayed Parameters	FHR
	User adjustable settings	Controls: volume, power on/off
	Spare parts	Specific spare parts to consider in the maintenance of 2 years
	Shelf life	10 Years
	Environmental requirements	Normal conditions
	Training, Installation & Utilization	Supplier MUST undertake comprehensive and thoroughly documented IQ & OQ including PQ (System Suitability Test & Calibration) of the equipment at time of commissioning (receipt) in accordance with the manufacturer's guidelines and in conformance with International Standards (WHO/ISO).
	User Care	• Capable of easy sterilization with both alcohol and chlorine based agents • Patient worn straps to be detachable and washable
	Warranty:	Minimum of two years full warranty after commissioning on all parts.
	Maintenance tasks	Preventive periodical warranty
	Spare parts availability for warranty	8 Years

	Documentation requirements	Service & Operation manual
	Decommissioning - Lifespan	10 years
	Risk Classification	Class B (GHTF Rule 10-1); Class II (USA); Class II (EU, Japan, Canada and Australia)
	International standards	• ISO 13485:2003 Medical devices -- Quality management systems -- Requirements for regulatory purposes (Australia, Canada and EU) • ISO 14971:2007 Medical devices -- Application of risk management to medical devices • IEC 60601-1:2012 Medical electrical equipment - Part 1: General requirements for basic safety and essential performance • IEC 60601-1-1:2000 Medical electrical equipment - Part 1-1: General requirements for safety - Collateral standard: Safety requirements for medical electrical systems • IEC 60601-1-2:2007 Medical electrical equipment - Part 1-2: General requirements for basic safety and essential performance - Collateral standard: Electromagnetic compatibility - Requirements and tests • IEC 60601-2-24 Ed. 2.0:2012 (b) Medical electrical equipment - Part 2-24: Particular requirements for the basic safety and essential performance of infusion pumps and controllers • ISO 7886-2:1996 Sterile hypodermic syringes for single use -- Part 2: Syringes for use with power-driven syringe pumps • ISO 8536-8:2004 Infusion equipment for medical use -- Part 8: Infusion equipment for use with pressure infusion apparatus

		• ISO 8536-9:2004 Infusion equipment for medical use -- Part 9: Fluid lines for use with pressure infusion equipment • ISO 8536-10:2004 Infusion equipment for medical use -- Part 10: Accessories for fluid lines for use with pressure infusion equipment • ISO 8536-11:2004 Infusion equipment for medical use -- Part 11: Infusion filters for use with pressure infusion equipment • ISO 8536-12:2007 Infusion equipment for medical use -- Part 12: Check valves • ISO 9626:1991 Stainless steel needle tubing for the manufacture of medical devices • ISO 23908:2011 Sharps injury protection -- Requirements and test methods -- Sharps protection features for single-use hypodermic needles, introducers for catheters and needles used for blood sampling • ISO 26825:2008 Anaesthetic and respiratory equipment -- User-applied labels for syringes containing drugs used during anaesthesia -- Colours, design and performance
	Regional/Local Standards	• JIS T 1506:2005 Ultrasonic -- Hand-held probe Doppler foetal heartbeat detectors -- Performance requirements and methods of measurement and reporting • Ultrasound frequency: 2.5 MHz • Ultrasound output: 10mW/cm2 or less • Audible output: 0.6 W • Heart rate detection range: 50 to 280 bpm • Speaker: Provided • Probe: Provided 1 pc • Earphones: Provided 1 pc • Portable holder: Provided

		• Power Requirements: 240V, A/c 50 Hz, Single phase, with PE • Ambient temperature : 10o C to 40o C • Relative humidity: 40% to 90% • Automatic Voltage Regulator (AVR) • Capacity: Over VA of the main Unit • Input: Ac 240V, 50Hz, Single phase ± 15% • Output: Ac 240V, 50Hz, Single Phase ± 2.5 % • Spare parts and consumables : Fuses- 5 units; Gel-6000ml, 1pc • Manufacturing standards: IEC 60601-1, ISO 9001 or any other internationally recognized standards • Conformity to standards: CE marked or any other internationally recognized documents
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County, Busia County, Elgeyo Marakwet County, MTRH Eldoret, Makueni County, Kitui County, Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Nairobi County, Turkana County and Samburu County**
4	**Oxygen Concentrators with Flow Meter (Set)**	
	Purpose of Use	Oxygen treatment therapy
	Detailed requirements	• Should be C.E marked/ I.E.C. approved. • Must have or be equipped with a voltage stabilizer or surge protector • Manufactured under EN ISO 9001 • Flow rate capability 2-10 liters/ min • Oxygen purity deliver 92% + or -3% • Light weight.(20kg -30kg) • Compact design translating to convenient measurements.(40cm-60cmLength X 30cm-40cmwidth X50cm-70cm height) • Wide operational ambient temperature ranges e.g.

		5-40 degrees Celsius. • Low operational sound level 40-55dB • Battery power back up with charge level indicator. Operational voltage 220-240volts • Startup set of Clear/ transparent single use OXYGEN MASK in the following categories (i) Neonate--12pcs (ii) Child------12pcs (iii) Adult-----12pcs
	Physical/Chemical Characteristics	Set with humidifiers, oxygen administration consumables, (tubes, masks)
	Regional / Local Standards	• Main Unit- Performance Specifications- Main Unit - Model in current production; • Type - Dual flow with separate flow meter; Purity - Medical grade oxygen at minimum 95%, Dry and Oil free Oxygen at rated flow rate, and Purity to be constant and all flow rates; • Flow rate - 8lpm; Safety - Shutdown with power failure, high or low oxygen purity; • Oxygen purity monitor - To be provided; Humidifier - To be provided; • Patient tubing - To be provided; Physical characteristics - Main unit - Mobile on four castors, 2 with brakes; Dimensions - 800mm H X 50mcm W X 400mm D; Quality standards - Manufacturing standards - IEC 60601-1, ISO 9001 or any other internationally recognized standards; • Conformity to standards - CE marked or any other internationally recognized documents; • Local back up service – Available - Should be available locally; • Capacity to service equipment - Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff;

		• Delivery point – KEMSA - For inspection and testing; • Installation and testing - Complete installation and set-up of the machine as per manufacturer's instructions; • Training - User Training - On site user training on operation and daily up keep; • Maintenance training - On-site maintenance training on preventive maintenance; • Technical documentations - User manuals, 2 Sets; Service Manual, 1 Set; Drawings, Nil; • Commissioning - Testing and commissioning of the machine to the satisfaction of the user; • Warranty –Equipment - Minimum of one year after commissioning on all parts;
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County Busia County,Elgeyo - Markwet County, MTRH Eldoret, Kitui County, Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Turkana County and Samburu County**
5	**Infant Warmer (Electric)**	
	Description	Electro mechanical medical devices NICU, thermoregulation, warmer A mains electricity (AC-powered) mobile device that contains an infrared (IR) heating element(s) designed to emit controlled, evenly distributed overhead heat to the body of a newborn/infant patient requiring supplemental heat. This device is equipped with wheels so that it can easily be moved to different areas of a room, ward, or department.
	Purpose of Use	Provides a controlled environment with radiation heat in an open space for critical treatment of newborns.

	Level of use	Health centre, district hospital, provincial hospital, specialized hospital Neonatal intensive care unit (NICU), Toco-surgery, Emergency room (ER) **Functional requirements**: Provides thermal support, oxygen and suction for newborn infants. All items mounted on mobile trolley, on wheels fitted with brakes. Infant bassinette to be stable, secure and easy to disinfect.
	Detailed requirements	• Controlled by microprocessor or microcontroller. • Radiation type heater operated by both timer and skin temperature regulation, selectable between the two (Manual and Servo controlled). • Heater power switch with a range of 0 to 100%. Self-test facility on power on required. • Patient temperature range control from 35°C/95°F to 37°C/98.6°F • Temperature resolution at least ±0.5 deg C • Apgar Score monitor. • Trendelenburg and inverse trendelenburg positions. • Maximum heater power output not less than 200 W.
	Displayed parameters	• Visual and audible alarms for patient high/low temperature and probe / system / power failure. • Heater power indicator to be clearly visible. • Skin Temperature display to be clearly visible. • Visual/audible alarm for Patient Check Reminder.
	User adjustable settings	• Patient temperature range control from 34°C/93.2°F to 38°C/100.4°F • Temporal alarm silencer.
	Physical/Chemical	• Bassinette to allow tilting of infant bed, clear view

	Characteristics	of infant and provide easy access to the infant from at least three sides. • Swing side panels to access infant table. • Height adjustable infant table, minimum height of which to be at least 80 cm. • Tilting table mechanism > 12° • Mattress made by a material flame retardant, washable, antibacterial and resistant to: corrosion, water, detergent soap, 70% ethylic alcohol solution with or without nitrite and to the hypochlorite of sodium. • Equipment compatibility with heated mattresses. • Bassinet size not less than 65 x 40 cm. • Drawer or shelf to be included for storage • Mounting fittings for separate suction pump and bottled oxygen supply • Examination light with dedicated power switch to be includedX-Ray chasis tray underneath bassinette. • At least one unit integrated monitor shelf which could support up to at least 20 Kg. • Equipment composed by at least: an open-bassinet, heater unit and control unit.
	Mobility, portability	Mounted on mobile, wheeled base, with breaks at least in two wheels.
	Utility Requirements	**Electrical, water and/or gas supply** • Amperage: 110-220 V, 60-50 Hz, ±10%. • Battery powered alarm in the event of power failure, with temporary silence feature. Voltage corrector / stabilizer to allow operation at ± 30% of local rated voltage. • Electrical protection by resettable overcurrent breakers.

		• Mains cable to be at least 3m length. Compliance with electrical standards and regulations.
	Accessories	• Two extra mattresses. • Three extra sets of sensors. • Base for external oxygen cylinder. • Neonatal manual resuscitator.
	Consumables / reagents	Oxygen bottle of approximately 10 litters, 200 bars, portable and provided with at least the following accessories: flux meter, humidifier and oxygen tubes. Reflective sensor patch (box of 50).
	Spare parts	Two sets of spare fuses (if replaceable fuses used) One complete set of warmer element(s) Replacement examination light bulb
	Environmental Requirements **Context-dependent requirements**	• Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. • Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
	Training, Installation and Utilization	**Requirements for commissioning** • Supplier to perform installation, safety and operation checks before handover • Local clinical staff to affirm completion of installation **Training of user/s** • Training of users in operation and basic maintenance shall be provided yearly, monthly **User care** • Unit layout to enable easy cleaning and sterilization of all surfaces.
	Warranty:	Minimum of one year after commissioning on all parts.

	Maintenance tasks	Advanced maintenance tasks required shall be documented.
	Spare parts availability post-warranty	10 years
	Software / Hardware upgrade availability	Hardware upgrade available during useful lifespan
	Documentation requirements	User, technical and maintenance manuals to be supplied in local language. Certificate of calibration and inspection to be provided. List to be provided of equipment and procedures required for local calibration and routine maintenance List to be provided of important spares and accessories, with their part numbers and cost. Contact details of manufacturer, supplier and local service agent to be provided Trade-in with manufacturer if available. Plastic recycling.
	Decommissioning - Lifespan	10 years
	Safety and Standards **Risk Classification**	Class C (GHTF Rule 9-1); Class II (USA); Class III (EU, Japan, Canada and Australia)
	International standards	• ISO 13485:2003 Medical devices -- Quality management systems -- Requirements for regulatory purposes (Australia, Canada and EU) • ISO 14971:2007 Medical devices -- Application of risk management to medical devices • IEC 60601-1:2012 Medical electrical equipment - Part 1: General requirements for basic safety and essential performance • IEC 60601-1-1:2000 Medical electrical equipment - Part 1-1: General requirements for safety - Collateral standard: Safety requirements for medical electrical

		systems • IEC 60601-1-2:2007 Medical electrical equipment - Part 1-2: General requirements for basic safety and essential performance - Collateral standard: Electromagnetic compatibility - Requirements and tests • IEC 60601-2-21:2009 (Part 2-21: Particular requirements for the basic safety and essential performance of infant radiant warmers)
	Reginal / Local Standards	• Must be FDA, CE or UL approved product. Quality standards: Manufacturing standards ISO 9001 • Electrical safety conforms to standards for electrical safety IEC-60601-1. Manufacturer / supplier should have ISO certificate for quality standard and ISO 13485. • Material: Mild steel • Type: Heat reflective surfaces • Heater: Electric, air heater Control: Thermostat • Protection: Wire mesh guard • Dimensions: Approximately D300x W250x 150 H (mm) • Power: 240V, 50 Hz, a.c • Conformity to standards CE marked or any other internationally recognized documents
	Regulations	**US regulations** 21 CFR part 820 21 CFR section 880.5130 **JP regulations** MHLW Ordinance No.169 17433000 Mobile infant heater
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County Busia County,Elgeyo - Markwet County, MTRH Eldoret, Kitui County, Kisumu County, Kakamega County,**

		Migori County, Nakuru County, Baringo County, Nairobi County, Turkana County, Samburu County and Kilifi County
6	**Sunction Machine – Manual**	
	Description:	**Suction system** Specific type or variation - manual, emergency, portable Apparatus, suction, patient care; Aspirators; Aspirator for medical use; Aspirator, emergency; Pump, portable, aspiration (manual or powered); Suction unit, transportable • A portable assembly of devices primarily intended to be used by emergency medical services (EMS) to aspirate fluids, secretions, or other foreign materials from a patient's airway by means of suction. • It typically consists of a manually-powered (hand or foot-operated) mechanism to drive the suction pump, tubing, a collection container, a vacuum gauge and control knob, and a microbial filter. • The pump creates a vacuum in the suction tubing, which is used for the removal of materials into the collection container. This system is typically used during patient transport or for emergency situations.
	Purpose of Use	To aspirate fluids, secretions, or other foreign materials from a patient's airway by means of suction
	Level of Use	Health Centre / District Hospital / Provincial Hospital / Specialized Hospital *(Level 2-6)*
	Clinical department/ward	Ambulance service, emergency department, operating theatre
	Functional requirements	Generates suction by hand- or foot-operated pump action

	Detailed requirements	• Must be able to generate a vacuum of at least 0.75 bar (570mmHg) • Minimum open tube flow rate at least 1 litre liquid per minute • Single or twin suction bottles, minimum size 0.5 litres each • Bottle(s) to have an automatic cut off when full to prevent ingress of fluid to pump • Filter and overflow valve incorporated to prevent cross-contamination • Airline to pump to incorporate bacterial filter • Tubing to patient to be minimum 0.5m long, non-collapsible type • Any necessary greasing / oiling to be simple, accessible and possible by normal clinical operator **Manual suction unit:** • Single bottle of 2 litres. • Should have a gauge to indicate level of suction. • Has a neoprene tube and a filter. • Handle for easy carrying. • The unit should be foot operated. • The system is mounted on an epoxy powder coated platform of 12x12 inches with stands
	Displayed parameters	Pressure gauge shall display suction generated
	User adjustable settings	User settable valve shall allow adjustment of suction delivered to patient
	Physical/Chemical Characteristics	Unit surface is to be hard and corrosion resistant Pump handle / pedal to be spring loaded to return to 'up' position after each stroke Supplied mounted on robust board with carrying handle.
	Mobility, portability	Whole unit to be easily portable by hand
	Accessories,	• Supplier to specify any accessories required for

	Consumables, Spare Parts, Other Components	normal operation, stating any extra cost. • Sterilizable, silicone tubing 5 Set • Bacterial filters 1 Box • Foot peddle lock • Cannula with handle for general purpose 4 Sets
	Sterilization process for accessories	Supplier to describe any sterilization process required for accessories
	Consumables / reagents (if relevant)	Supplier to describe any necessary consumables or reagents, detailing shelf life and number of uses
	Spare parts	• Ten sets of spare filters • One spare suction bottle • Two spare seals for each storage jar • List to be provided of other spare parts anticipated during one year's operation, with costs
	Labelling	Unit shall be supplied protectively packed for safe onward shipping
	Environmental Requirements	Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%.
	Training, Installation and Utilization	**Pre-installation requirements** • Supplier to perform installation, safety and operation checks before handover • Local clinical staff to affirm completion of installation **Training of user/s** • Training of users in operation and basic maintenance shall be provided **User care** • Unit layout to enable easy cleaning and sterilization

		of all surfaces • Storage container easy to remove, empty, sterilize and reconnect
	Warranty:	Duration of warranty to be stated, minimum one year on all parts Specific inclusions and exclusions to be listed. Contact details of manufacturer, supplier and local service agent to be provided
	Maintenance tasks	List shall be provided of equipment and procedures required for local routine maintenance Advanced maintenance tasks required shall be documented
	Type of service contract	Costs and types of post-warranty service contract available shall be described.
	Spare parts availability post-warranty	Guaranteed time period of availability of spare parts post-warranty shall be described.
	Software / Hardware upgrade availability	Guaranteed time period of support availability post-warranty shall be described.
	Documentation	User and maintenance manuals to be supplied in English language. Supplier to describe any materials contained in the device that are classified as hazardous under local regulations.
	Decommissioning - Estimated Life Span	Supplier to describe estimated lifetime of fully maintained device
	Risk Classification	Class B (GHTF Rule 11); Class II (USA); Class II (EU, Japan, Canada and Australia)
	Regulatory Approval / Certification	Certificate of factory calibration and inspection to be provided.
	International standards	ISO 13485:2003 Medical devices -- Quality management systems -- Requirements for regulatory purposes

		(Australia, Canada and EU) ISO 14971:2007 Medical devices -- Application of risk management to medical devices Manufacturing standards EN 10079-1, IEC 60601-1, ISO 9001 or any other internationally recognized standards: Conformity to standards CE marked or any other internationally recognized documents
	Regional / Local Standards	JIS T 7208-2:2005 Medical suction equipment -- Part 2: Manually powered suction equipment High flow rate: 40 litres per minute. Suction vacuum: Maximum 700mmHg Suction pump: Rotary aspiration- oil free Jars: 2 X 2 litre polycarbonate autoclavable and unbreakable complete with overflow devices and valves. Vacuum gauge: Graduated in mmHg and kPa. Vacuum control: Adjustable at the front panel Switch: Main on front panel and foot switch (water proof type) Cable towage: On back with reversible cleats Anti bacterial filters: Available preferable autoclavable Suction tubing connection: Antistatic neoprene or silicone Safety: Overflow pump protection Handle: High level push handle type Movements: Mobile on four antistatic castors φ 60 mm, 2 No. lockable. Physical characteristics Main unit Mobile on castors with push handle Dimensions About 34 X 34 X30 cm Operating environment Power Requirements 240V, A/c 50 Hz, Single phase, 3 Pin Plug BS standard, 3m long cord with PE Ambient temperature 10o C to 40o C Relative humidity 40% to 90% Accessories

		Local back up service should be available Capacity to service equipment: Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff User Training On site user training on operation and daily up keep Maintenance training On site maintenance training on preventive maintenance **Technical documentations** User manuals 2 Sets; Service Manual 1 Set Testing and commissioning of the machine to the satisfaction of the user.
	Regulations	**US regulations** 21 CFR part 820 21CFR Section 878.4780 pump, portable, aspiration (manual or powered) **JP regulations** MHLW Ordinance No.169 36616010 Manually-operated transportable suction unit
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County, Busia County, Elgeyo - Markwet County, Maukeni County, Kitui County, Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Turkana County, Samburu County and Kilifi County**
7	**Suction Machine – Electric**	
	Description/Definition	Specific type or variation: line-powered General-purpose suction system, line-powered **Aspirators; Aspirator for medical use; Electric continuous suction unit; Pump, vacuum, electric; suction-type electrode** An assembly of devices designed to evacuate fluid, tissue,

		gas, or other foreign materials from a body cavity or lumen by means of suction. It generally consists of a mains electricity (AC-powered) suction pump, tubing, plastic/glass collection container(s), a vacuum gauge, a vacuum control knob, an overflow trap, a moisture filter, and possibly a microbial filter. The pump creates a vacuum in the suction tubing, which is inserted into the body for the removal of materials into the collection container. This system can be used in a wide variety of settings within healthcare facilities.
	Purpose of Use	Evacuate fluid, tissue, gas, or other foreign materials from a body cavity or lumen by means of suction
	Functional Requirement	An electrical pump system extracts air from a storage container. The resulting low pressure is used to suck body fluid from the patient up a tube into the storage container. Two containers are used to facilitate cleaning and changing.

	Detailed requirements	Electric powered suction machine: Constructed from heavy duty design consisting of metal base plate. • Approximate size 22x 13x 27 inches on caster wheels of reasonable size. • Bottle capacity 1.5-2 litres, stopper of the bottle fitted with 2 valves and the suction inlet connected to the catheter holder by neoprene tube. • The bottles should be fitted with rubber lids. • The bottle should be made of transparent, polycarbonated material, graduated and be fitted with float valve system, providing automatic shut-off to avoid overflow, and a bacterial filter. • The machine should be fitted with a controllable vacuum knob and a gauge (range 0-760mmHg). • Tubing to patient to be minimum 0.5m long, non-collapsible neoprene type. • The machine should have a power indicator and a battery charge level indicator • Operation power should be AC 220-240V 50 Hz. • Noise level less than 60db.
	Displayed parameters	Easily visible control panel to include 'power on' indicator, vacuum control valve and vacuum gauge
	Components	To be protected against fluid ingress from above Machine cover should be open able for repair and maintenance Oil-free pump operation preferred
	Mobility, portability	Mounted on a stable, portable stand with castors/wheels and handle Castors / wheels to have fully 360 degree swivel, minimum size 75mm
	Raw Materials	Body to be constructed of stainless steel (or other material with corrosion resistant coating) Preference is for clear, non-brittle (shatterproof) plastic

		bottles, fully autoclavable, fitted with spillover protection system
	Utility Requirements - Electrical, water and/or gas supply	Protective fuses fitted on live and neutral supply lines Power lead to be at least 3m long Electrical source requirements: Voltage: 220 – 240V AC 50 Hz With 3 pin top plug (British Standard)
	Accessories	Two spare suction bottles Ten spare inlet filters Two spare seals for storage jars Two spare sets of fuses, if replaceable type used Should have inbuilt (verifiable) or separate surge protector
	Sterilization process for accessories	Storage bottles should be autoclavable
	Consumables	Suction tubes
	Environmental Requirements	• Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%. • Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%. • Warranty of at least 1 year. • ISO certification 13485: 2016 (or the current ISO certification)
	Pre-installation requirements	Supplier to perform installation, safety and operation checks before handover.
	Requirements for commissioning	Local clinical staff to affirm completion of installation
	Training of user/s	Training of users in operation and basic maintenance shall be provided

	Maintenance tasks	Advanced maintenance tasks required shall be documented
	Documentation requirements	• User, technical and maintenance manuals to be supplied in English language. • List to be provided of important spares and accessories, with their part numbers and cost. • Certificate of calibration and inspection to be provided.
	Estimated Life Span	10 years
	Risk Classification	Class B (GHTF Rule 11);Class II (USA); Class II (EU, Japan, Canada and Australia)
	International standards	ISO 13485, FDA, CE. ISO 13485:2003 Medical devices -- Quality management systems -- Requirements for regulatory purposes (Australia, Canada and EU) ISO 14971:2007 Medical devices -- Application of risk management to medical devices IEC 60601-1:2012 Medical electrical equipment - Part 1: General requirements for basic safety and essential performance IEC 60601-1-1:2000 Medical electrical equipment - Part 1-1: General requirements for safety - Collateral standard: Safety requirements for medical electrical systems IEC 60601-1-2:2007 Medical electrical equipment - Part 1-2: General requirements for basic safety and essential performance - Collateral standard: Electromagnetic compatibility - Requirements and tests ISO 10079-1:1999 Medical suction equipment -- Part 1: Electrically powered suction equipment -- Safety requirements More details ISO 10079-3:1999 Medical suction equipment -- Part 3: Suction equipment powered from a vacuum or pressure source

		ISO 5359:2008 Low-pressure hose assemblies for use with medical gase
	Regional / Local Standards	JIS T 7111:2006 Hose assemblies for use with medical gas systems
	Regulations	**US regulations** 21 CFR part 820 21CFR Section 878.4780 pump, portable, aspiration (manual or powered) **JP regulations** MHLW Ordinance No.169 34860010 Low pressure suction unit 34860020 Electrically-powered low pressure suction unit 36616030 Electrically-powered transportable suction unit
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County, Busia County, Elgeyo - Markwet County, MTRH – Eldoret, Makueni County, Kitui County, Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Turkana County, Samburu County and Kilifi County**
8. Infant Incubators		
	Description	Incubators with phototherapy unit.
	Purpose of Use	Warm chain.
	Functional Requirement	Electronic control of humidity, air temperature and infant skin temperature. Clear, hard cabinet for infant viewing. Double wall with air circulation. Easy access control panel, with light touch operation switches. Facility to elevate base, adjustable range. Self-test functions are performed. Built for stable, stationary operation in ward environment

	Detailed requirements	• Double walled. • Mounting frame with castor wheels and locks. • Internal batter for storing dc power, with inverter to convert to ac. (flexible power source) with meter for indicating power level. • Integrated examination lights and photo therapy lights with Brilliance classic L.E.D narrow band UVB capability near 460nm peak wavelength. • With effective treatment area >1300 cm2 • Must have air temperature control, skin temperature control and humidity control. • Inbuilt air temperature probe • Skin temperature probe • Humidity temperature probe. • Have an L.E.D control display. • Mattress tilt capability plus or minus 12 degrees. • Oxygen inlet. • Examination lamp. • Front double access doors on either side. • Tubing port. • Accessories to include shelf, i.v. pole, high hood, working surface. • Temperature control panel. • Integrity Humidity pad.(1000ml) • Air filter.0.05um • Guaranteed lifetime from the manufacturer.(20,000HRS)
	Physical/Chemical Characteristics Components	With wire baskets, 30 day digital temperature tag/loggers
	Warranty	Minimum of one year after commissioning on all Parts
	Training	User Training: On site user training on operation and daily up keep Maintenance training: On site maintenance training on preventive maintenance

	Technical documentations	User manuals: 2 Sets Service Manual: 1 Set
	Commissioning	Testing and commissioning of the machine to the satisfaction of the user.
	Quality standards	Manufacturing standards: IEC 60601-1, ISO 9001 or any other internationally recognized standards Conformity to standards: CE marked or any other internationally recognized documents
	Delivery details:	**Makueni County, Kitui County, Kakamega County, Nakuru County, Baringo County, Nairobi County, Turkana County, Samburu County and Kilifi County**
9. Resuscitaire (Newborn) with Phototherapy Machine		
	Clinical purpose	Resuscitation.
	Detailed requirements	• Heating element 600watt quartz tube heater • 1000 hours or more heater element life expectancy • Voltage supply 220-240volts. • Have different warming modes settings to ensure low lit alarms being enabled. • Effective area range >1300cm2 • Apgar timer inbuilt with alarm at 0, 5 and 10 minutes to show also elapsed time. • Provided with a skin temperature probe. • Height adjustable with pedal activators. • Mounted on a frame with castor wheels with locks. • Suctioning, oxygen therapy accessories. • Examination L.E.D light adjustable intensity, adjustable focus. • Basinet with side and front panels that fold down • Bassinets tilt variation plus or minus 10 degrees. • Ambient temperature operating ranges 18-30 degrees Celsius. • Mattress with tilt capability plus or minus 0-10 degrees. • Temperature probe for skin. • Mode control console.

		• Patient monitor.
	Physical/Chemical Characteristics	Examination lights, heat source, suction machine, oxygen cylinders. Power back up systems.
	Accessories	Accessories Aspirator with catheter 1 set to be provided Oxygen face mask with tubing Neonates, 3 pcs Air way To be provided Demand valve for adults and infant For infant Light cover for 20 ps shielding day light Eye mask for premature baby 20 pcs Eye Mask for new born 20 pcs
	International standards	Manufacturing standards: ISO 13485 or any other internationally recognized standards Conformity to standards: CE marked or any other internationally recognized documents
	Regional / Local Standards	Main Unit: Mobile type with two oxygen cylinders Function: Resuscitation, Clinical Emergencies and Warming Oxygen Cylinder: 500 litres, 2 pieces, BS type Suction: Provided Oxygen flow meter and humidifier: To be provided Positive pressure: Provided Warming : Provided by Quartz heaters Oxygen regulator and connections: BS type Phototherapy unit: With blue LED lamp, free tilting and adjustable height and intensity Treatment table Bed and mattress: provided Height of table: Adjustable from about 900mm to 1100mm. Control Unit: Microprocessor- based, with digital readout Castors: Provided, heavy duty, Ø 100mm, with brakes Power 240V, 50Hz single phase Quality standards

		Manufacturing standards ISO 13485 or any other internationally recognized standards Conformity to standards CE marked or any other internationally recognized documents
	Delivery details:	**Nandi County, West Pokot County, Trans Nzoia County, Busia County, Elgeyo - Markwet County, MTRH – Eldoret, Makueni County, Kitui County, Kisumu County, Kakamega County, Migori County, Nakuru County, Baringo County, Nairobi County, Turkana County, Samburu County and Kilifi County**
	Bidders Name & Signature	**Date & Official Stamp**

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

Item No.	Product Description	UoM	Qty	Unit Price (USD)	Total Cost (USD)	Manufacturer / Source /Origin
1	A.M.B.U. bags – Newborn	Unit	1,560			
2	A.M.B.U. bags – Pediatric	Unit	520			
3	Fetoscope	Unit	550			
4	Oxygen concentrators with flow meter(set)	Unit	135			
5	Room Warmers (Electric)	Unit	460			
6	Suction Machine (Manual)	Unit	160			
7	Suction Machine (Electric)	Unit	80			
8	Infant Incubators	Unit	145			
9	Resuscitaire (Newborn) with Phototherapy Machine	Unit	275			
Total cost in USD						
Company Name & Stamp						

MARKING AND BRANDING REQUIREMENT (Where applicable)

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

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

(no logos/emblem will be required).

ANNEX C

Invoicing and Shipping Instructions

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

	3 Original Packing lists 1 Original Certificate of Origin 1 Original Airway Bill 1 Original set of Certificate of Analysis for each batch
BY COURIER (FOR PAYMENT):	Original Invoice Original Packing list Original Certificate of Origin Original Airway Bill Original Certificate of Analysis for each batch Complete bank details

Letter of Undertaking Template

<INSERT LETTERHEAD OF MANUFACTURER HERE>

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

Attention: Procurement Manager

Dear **Sir/Madam,**

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

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

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

Sincerely,
NAME, POSITION & COMPANY

SAMPLE FORMS

Form of Tender

ITT No.: USAID/KEMSA MCP OIT 003/2017-18

Supply of Neonatal Resuscitative & Care Equipment

To:
Kenya Medical Supplies Authority (KEMSA)

13 Commercial Street, Industrial Area

P.O. Box 47715-00100

Nairobi, Kenya;

Dear Sir or Madam,

Having examined the tender documents including **Addenda Nos……[Insert numbers]** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Neonatal Resuscitative & Care Equipment** in conformity with the said tender documents for the sum of [**Insert: Total tender amount in words and figures**] …… …… …….. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

3. We agree to abide by this Tender for a period of **90 days** from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this …… day of …….. 20……

Signed…….

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

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

Tender Security Form

Tender Number: USAID/KEMSA MCP OIT 003/2017-18

Supply of Neonatal Resuscitative & Care Equipment

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

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

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

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

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

(Witness) …….. Date:……

Common Seal of the Bank

Manufacturer's Authorization Form

Manufacturer's or Producer's letterhead

Kenya Medical Supplies Authority (KEMSA), Nairobi/Kenya

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

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

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

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

Supplier Data Record

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

<table>
<tr><td colspan="3">When submitting your bid, please ensure that you submit copies of the following documents;
1. Copy of Certificate of incorporation
2. Copy of current Tax Compliance Certificate</td></tr>
<tr><td colspan="2">Contact Name:</td><td>Job Title:</td></tr>
<tr><td>Telephone No.

_____</td><td>Fax No.
(with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):
_____</td><td>e-Mail Address
(with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken):
_____</td></tr>
<tr><td colspan="3">Main business activity</td></tr>
<tr><td colspan="3"><u>Please NOTE giving false information in this section will lead to outright Disqualification from tendering process</u>.</td></tr>
<tr><td colspan="3">Type of organization (please tick as necessary)
1. Partnership
2. Co-operative
3. Private Ltd.
4. Public Company
5. Other.</td></tr>
<tr><td colspan="2">Type of premises (tick as necessary)
1. Factory
2. Warehouse
3. Other.</td><td>Freehold

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

Names of executives Chairman ---------- ---------Nationality ----------Shares held ---------- Managing Director ----------Nationality ----------Shares held ---------- Company Secretary ----------Nationality ----------Shares held ---------- Name of Directors 1. ---------- ----------Nationality ---------- Shares held ---------- 2. ---------- --------Nationality ---------- Shares held ---------- 3. ----------Nationality ---------- Shares held ---------- 4. ----------Nationality ---------- Shares held ---------- 5. ---------- -----Nationality ---------- Shares held ----------
Name and address of ultimate holding company and any subsidiary companies
Total no. of employees in group | No. of locations/premises in group
Member of a Trade Association?
Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.	
1.	5.
2.	6.
3.	7.
4.	8.
Bidders should only provide documentation for products they are offering to supply in the tender	
Bank References and other details	
A) Primary Bank (The Main Bank)	
1) Name: ---------- 2) Postal Address:---------- 3) Telephone Land line number:---------- 4) Fax Number: ---------- 5) Email Address:----------	
Name of the account: ----------	
Account number: ----------	Number of years operated:----------
SECONDARY BANKERS (if applicable)	

Bank name and address: ----------	
Name of the account: ----------	
Account number: ----------	Years of operation ----------
Commercial References	
Provide names and contact details of four customers that have done business with you in the last three years.	
A) Trade References - customer 1	
Activity: ----------	Period of relationship: (Year) ----------
Contact name: ---------- ----------	Fax no. ---------- Email address: ----------
Value of contract orders in USD----------	

Telephone No. ---------- Physical address; ----------	
B) Trade References - Customer 2	
Activity: ----------	Period of relationship: (Year) ----------
Contact name: ---------- ----------	Fax no. ---------- Email address: ----------
Value of contract orders in USD----------	
Telephone No. ---------- Physical address; ----------	
Trade References - customer 3	

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

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

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

Please affix company rubber stamp or seal

Performance Security Bank Guarantee (Unconditional)

Date:…….

Tender Number: USAID/KEMSA MCP OIT 003/2017-18

Supply of Neonatal Resuscitative & Care Equipment

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

Dear Sir or Madam:

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

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of

Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

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

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

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby

waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank