



**FRAMEWORK AGREEMENT TENDER**

**NUMBER: inABLE/UOP/04/2026-2028**

**SUPPLY OF HEARING -RELATED ASSISTIVE DEVICES**

**inABLE**

**AEA PLAZA, 3<sup>RD</sup> FLOOR,**

**VALLEY ROAD, UPPER HILL,**

**P.O. BOX 71672 – 00622, NAIROBI**

**E-mail: [vendors@inable.org](mailto:vendors@inable.org)**

**Website: <http://www.inable.org>**

**TENDER INVITATION DATE: 22<sup>nd</sup> May 2026 at 5:00 PM**

**TENDER CLOSING DATE: 4<sup>th</sup> June 2026 at 5:00PM**

**CLOSING TIME: 5:00 PM LOCAL TIME, NAIROBI**



**INVITATION TO FRAMEWORK AGREEMENT TENDER PROCURING ENTITY: inABLE**

**CONTRACT NAME AND DESCRIPTION: TENDER FOR SUPPLY OF VISION-RELATED ASSISTIVE DEVICES (FRAMEWORK AGREEMENT)  
TENDER NO: inABLE/UOP/04/2026-2028**

1. inABLE invites eligible and qualified Tenderers to submit tenders for the establishment of a Framework Agreement for the supply, delivery, installation/configuration (where applicable), training, and aftersales support of Assistive Technology (AT) devices and accessible ICT solutions under the Unlocking Opportunities Program.
2. The Framework Agreement shall be for a period of three (3) years, with procurement undertaken through calloff purchase orders as needs arise. Quantities are indicative and not guaranteed.
3. Tendering shall be conducted through a competitive open tendering method. Awards may be given to one or more suppliers per lot, based on best evaluated responsive tenders.
4. Tender documents may be accessed free of charge from the inABLE website: <https://inable.org/>. Tenderers who download the documents must submit their company particulars to [vendors@inable.org](mailto:vendors@inable.org) for purposes of clarification and addenda.
5. Completed tenders must be submitted electronically by email only, in accordance with the Instructions to Tenderers and Tender Data Sheet.
6. Tender submission deadline: 4th May 2026 at 5:00 PM (EAT). Late submissions will be rejected. Physical submissions are not permitted.
7. inABLE reserves the right to accept or reject any tender and to annul the procurement process at any stage without incurring any liability.

**Issued by:**

Name: .....

Signature.....

Date.....



## Table of Contents

SECTION I: INSTRUCTIONS TO TENDERERS (ITT)	9
1.0 SCOPE OF TENDER	9
1.1 Scope of Tender	9
1.2 Throughout this tendering document	9
2.0 FRAUD AND CORRUPTION	10
2.1 General Principles	10
2.2 Conflict of Interest	10
2.3 Rejection and Termination	11
2.4 Compliance Declarations	11
3.0 SAFEGUARDING AND INCLUSION	11
3.1 Zero Tolerance Policy	11
3.2 Diversity and Inclusion	11
4.0 ELIGIBLE TENDERERS	11
4.1 Legal Entity Status	11
4.2 Registration and Capacity	11
4.3 Solvency and Eligibility	12
4.4 Conflict and Multi-Tendering	12
5.0 ELIGIBLE GOODS AND RELATED SERVICES	12
5.1 Quality and Authenticity	12
5.2 Software Licensing	12
5.3 Manufacturer Authorization	12
5.4 Description of Related Services	12
6.0 SECTIONS OF TENDERING DOCUMENT	12
6.1 Structure of the Document	12
6.2 Tenderer’s Responsibility	13
7.0 CLARIFICATION OF TENDERING DOCUMENT	13
7.1 Request for Clarification	13
7.2 Procuring Entity Response	13
7.3 Binding Communications	13
7.4 Pre-Tender Meetings	13



8.0 AMENDMENT OF TENDERING DOCUMENT .....	14
8.1 Issuance of Addendum .....	14
8.2 Incorporation into Tender.....	14
8.3 Extension of Deadline .....	14
8.4 Non-Amended Terms.....	14
9.0 COST OF TENDERING .....	14
9.1 Responsibility for Costs .....	14
9.2 Cost of Supporting Materials .....	14
9.3 Limitation of Liability .....	14
10.0 LANGUAGE AND DOCUMENTS COMPRISING THE TENDER .....	15
10.1 Language of Tender .....	15
10.2 Documents Comprising the Technical Proposal .....	15
10.3 Documents Comprising the Financial Proposal.....	15
11.0 TENDER PRICES AND CURRENCIES .....	16
11.1 Quoting of Prices (General Rule) .....	16
11.2 Lot-by-Lot Pricing and Completeness .....	16
11.3 Discounts .....	16
11.4 Price Components (Inclusive Costing).....	17
11.5 Price Firmness.....	17
11.6 Framework Agreement Pricing (Unit/Ceiling Rates) .....	17
11.7 Incoterms .....	17
11.8 Entry of Prices.....	18
12.0 TENDER VALIDITY .....	19
12.1 Validity Period.....	19
12.2 Extension of Validity .....	19
12.3 Conditions of Extension.....	19
13.0 ALTERNATIVE TENDERS .....	19
13.1 General Rule .....	19
13.2 Submission Requirements .....	19
14.0 TENDER SECURITY / TENDER-SECURING DECLARATION (IF APPLICABLE) .....	19
14.1 Requirement for Security.....	19



14.2 Compliance and Rejection .....	19
14.3 Purpose and Forfeiture .....	20
15.0 FORMAT AND SIGNING OF TENDER .....	20
15.1 Submission of Originals and Copies.....	20
15.2 Authorization of Signatory .....	20
15.3 Integrity of the Tender Document.....	20
16.0 SUBMISSION AND SEALING (ELECTRONIC ONLY) .....	20
16.1 Email Submission Procedure .....	20
16.2 Formatting and Security .....	20
16.3 Deadline and Late Submissions .....	21
17.0 OPENING OF TENDERS .....	21
17.1 Opening Procedures .....	21
17.2 Recording of Tender Details .....	21
18.0 CONFIDENTIALITY .....	21
18.1 Restriction on Disclosure .....	21
18.2 Use of Tender Information .....	21
18.3 Prohibited Influence .....	21
19.0 CLARIFICATION OF TENDERS.....	22
19.1 Request for Clarification .....	22
19.2 Limitation on Changes.....	22
19.3 Validation of Compliance.....	22
20.0 RESPONSIVENESS .....	22
20.1 Definition of Substantial Responsiveness.....	22
20.2 Material Deviations .....	22
21.0 AWARD CRITERIA AND RIGHT TO ACCEPT/REJECT .....	23
21.1 Award Determination .....	23
21.2 Rights of the Procuring Entity.....	23
21.3 Framework Agreement Selection.....	23
22.0 NOTIFICATION AND CONTRACTING .....	23
22.1 Notification of Award.....	23
22.2 Conditions for Contract Award .....	23



22.3 Contract Negotiations .....	23
23. CODE OF CONDUCT, ANTI-BRIBERY AND SAFEGUARDING .....	23
23.1 Compliance Obligations.....	24
23.2 Prohibited Practices .....	24
23.3 Interaction with Vulnerable Groups .....	24
SECTION II – TENDER DATA SHEET (TDS) .....	25
SECTION III: EVALUATION AND QUALIFICATION CRITERIA .....	28
1.0 Evaluation Overview and Governing Principles .....	28
1.1. Evaluation Stages .....	28
1.2 Lot-by-Lot Evaluation.....	28
1.3 Framework Agreement Parameters .....	28
1.4 Confidentiality and Integrity .....	28
2.0 Stage 1 — Preliminary / Mandatory Requirements (Pass/Fail.....	28
2.1 Preliminary Examination .....	28
2.1.2 Mandatory Requirements Checklist (Pass/Fail) .....	29
2.2. Mandatory Technical “Critical Requirements” (Responsiveness Rules) .....	29
2.2.1 Non-Responsiveness Criteria.....	29
2.2.2 Digital Connectivity & Signal Compliance (ICT-Enabled Hearing Assistive Devices) .....	30
2.2.3 Acoustic Standards & Serviceability (Hearing-Related Hardware) .....	30
2.2.5 Format Compliance.....	31
3.0 Stage 2 — Technical Evaluation (Scored).....	31
2.3.1 Technical Evaluation Framework .....	31
2.3.2 Evaluation Core Objectives .....	31
4.0 Technical Evaluation- Weighted Model .....	31
5.0 Stage 2 — Product Demonstrations and Sample Verification.....	33
2.5.1 Right to Request Samples .....	33
2.5.2 Demonstration Scope per Lot.....	33
2.5.3 Failure to Comply .....	34
2.6 Stage 3 — Financial and Commercial Evaluation .....	34
2.6.1 Financial Eligibility .....	35
2.6.2 Determination of Evaluated Price .....	35



2.6.3 Financial Scoring (Weighted Model).....	35
2.6.4 Combined Evaluation Score.....	35
2.7 Stage 4 — Post-Qualification and Due Diligence.....	35
2.7.1 Verification Process.....	35
2.7.2 Financial Evaluation (Example Weighted Model).....	36
2.7.3 Combined Evaluation.....	36
SECTION IV: TECHNICAL SPECIFICATIONS.....	37
LOT 1: Professional Digital Hearing Aids (BTE/Ric).....	37
LOT 2: Ear molds (custom earmolds for hearing aids).....	37
LOT 3: Mufflers / Hearing protection (ear defenders).....	38
LOT 4: Speech-to-text solution/device.....	38
LOT 5: Cochlear implant (device supply only).....	39
LOT 6: Digital Daisy & Audio Access devices.....	40
SECTION V: PRICE SCHEDULE FOR FRAMEWORK AGREEMENT.....	41
1.0 Parties and Contract Documents.....	42
2.0 Contract Type, Framework Nature, and Scope.....	42
3.0 Standards, Compliance and Equivalency.....	42
4.0 Contract Price and Framework Rates.....	43
5.0 Call-Off Orders and Ordering Procedure (Framework).....	43
6.0 Payment Terms.....	43
7.0 Delivery, Risk and Title.....	44
9.0 Warranty.....	45
10.0 Service Levels Agreements and Support (SLA).....	45
11.0 Delay and Liquidated Damages.....	45
12.0 Performance Security (if applicable).....	46
13.0 Subcontracting.....	46
14.0 Compliance with Laws and Policies.....	46
15.0 Antibribery, Fraud and Conflict of Interest.....	46
16.0 Confidentiality and Data Protection.....	46
17.0 Intellectual Property and Licenses.....	47
18.0 Indemnity and Liability.....	47



19.0 Force Majeure .....	47
20.0 Termination .....	47
21.0 Dispute Resolution and Governing Law .....	47
Section VI: Tender Submission Forms and Templates .....	49
Form 1: Tender Submission Form .....	49
Form 2: Tenderer Information Form .....	50
Form 3: Joint Venture / Consortium Information (if applicable) .....	51
Form 4: Declarations (Conflict of Interest, Anti-Bribery, Litigation History) .....	51
Form 5: Manufacturer Authorization / Distributor Letter (Template).....	52
Form 6: Technical Compliance Matrix.....	52
Form 7: Delivery, Installation and Training Plan .....	52
Form 8: Service Level and Support Commitment .....	53
Form 9: Similar Assignments / Reference List .....	53



## **SECTION I: INSTRUCTIONS TO TENDERERS (ITT)**

### **1.0 SCOPE OF TENDER**

#### 1.1 Scope of Tender

1.1.1 inABLE invites tenders for the establishment of a Framework Agreement for the supply, delivery, installation/configuration (where applicable), user training, warranty, maintenance and after-sales support of Assistive Technology (AT) devices and accessibility solutions under Unlocking Opportunities Program. The Framework Agreement is intended to enable the Procuring Entity to place call-off purchase orders during the framework term, as needs arise, subject to available funding and program requirements.

1.1.2 The procurement is organized into lots/domains as specified in the Tender Data Sheet (TDS) and the Schedule of Requirements. For Pillar 4 implementation, the updated scope focuses on the supply, customization, and maintenance of healing-related assistive devices,. Tenderers may bid for one or more lots as stated in the TDS, and awards may be made per lot or across multiple lots in accordance with the evaluation and award method stated in this tender document.

1.1.3 The Procuring Entity's requirements are performance- and outcomes-focused. Technical specifications and descriptions are intended to be brand-neutral and functional to support fair competition. Where particular standards apply, Tenderers must demonstrate compliance as part of their submissions, including through completed compliance matrices and supporting evidence.

1.1.4 The Procuring Entity emphasizes standards of alignment and sustainability of supplied solutions. In particular: (a) ICT & Software solutions shall demonstrate mandatory adherence to KS 2952-1/-2 functional accessibility requirements; and (b) Non-ICT devices shall align to WHO Assistive Technology Guidelines, prioritize durability and safety, and provide assurance that repair parts are locally available and that after-sales support pathways are feasible for the locations of use.

1.1.5 Quantities indicated in any schedules are estimates for planning purposes only and do not constitute a guarantee of purchase. Actual procurement volumes will be determined through assessment-driven demand, operational planning, and funding availability, and will be implemented through call-off purchase orders under the Framework Agreement.

#### 1.2 Throughout this tendering document

1.2.1 In this tendering document, unless the context otherwise requires:

- a. "Procuring Entity" means inABLE or its designated representative responsible for this procurement.
- b. "Tenderer" means any eligible firm, consortium, or joint venture submitting a tender in response to this Invitation.



- c. “Framework Agreement” means an agreement concluded with one or more successful Tenderers that establishes terms and conditions (including unit/ceiling rates and service obligations) under which specific call-off purchase orders may be issued during the framework term.
- d. “Call-off Purchase Order” means a purchase order issued under the Framework Agreement specifying the exact goods/services, quantities, delivery point(s), timelines and any associated services for a particular requirement.
- e. “Goods” includes assistive technology devices, accessories, consumables, spare parts, and accessible ICT hardware/software, as applicable to the lot(s).
- f. “Related Services” includes delivery, installation, configuration, fitting (where applicable), training, warranty support, repairs, preventive maintenance, helpdesk support, and any other services incidental to supply and continued functioning of the goods.
- g. “In writing” means communicated in written form (including email, tender portal messages, and other written channels specified in the TDS) with proof of receipt.
- h. “Day” means calendar day unless explicitly stated as “Business Day”.
- i. “Business Day” means an official working day of the Procuring Entity and excludes official public holidays.
- j. The singular includes the plural and vice versa where context permits.

1.2.2 Headings and numbering are for convenience only and shall not affect interpretation. In the event of any conflict between the Instructions to Tenderers and the Tender Data Sheet (TDS), the TDS shall prevail. In the event of conflict between this tender document and any formally issued addendum, the addendum shall prevail.

## **2.0 FRAUD AND CORRUPTION**

### **2.1 General Principles**

2.1.1 The Procuring Entity applies a zero-tolerance approach to bribery, fraud, collusion, coercion, conflict of interest abuses, and any attempt to improperly influence the tendering process. Tenderers shall conduct themselves with the highest standards of integrity and shall not offer, give, solicit, or accept any improper advantage in connection with this tender.

### **2.2 Conflict of Interest**

2.2.1 Tenderers shall disclose any actual or potential conflict of interest, including (without limitation) relationships that may provide an unfair competitive advantage, common ownership with competing Tenderers, or prior involvement in preparing specifications or requirements related to this procurement. Failure to disclose conflicts may result in disqualification.



## 2.3 Rejection and Termination

2.3.1 The Procuring Entity may reject a tender and/or terminate procurement proceedings at any time if it determines, based on reasonable grounds, that the Tenderer has engaged in fraud and corruption or unethical conduct. The Procuring Entity may also take further actions consistent with internal governance, donor requirements, and applicable laws, including reporting to competent authorities where appropriate.

## 2.4 Compliance Declarations

2.4.1 As part of its compliance obligations, the Procuring Entity may require Tenderers to sign and submit declarations related to anti-bribery, anti-fraud, code of conduct, and safeguarding/non-discrimination undertakings, as listed in the Tendering Forms.

## 3.0 SAFEGUARDING AND INCLUSION

### 3.1 Zero Tolerance Policy

3.1.1 inABLE has zero tolerance for Sexual Exploitation, Abuse, and Harassment (SEAH). All offers and subsequent Framework Agreements are subject to background checks and mandatory adherence to inABLE's PSEA (Protection from Sexual Exploitation and Abuse) and Child/Adult Safeguarding policies.

### 3.2 Diversity and Inclusion

3.2.1 inABLE is an equal opportunity organization committed to promoting diversity and inclusion across its operations and supply chain. In line with the objectives of the Unlocking Opportunities Program, women owned enterprises and firms led by, or employing, persons with disabilities are strongly encouraged to submit tenders.

## 4.0 ELIGIBLE TENDERERS

### 4.1 Legal Entity Status

4.1.1 A Tenderer may be a private entity, partnership, individual business, registered company, or (where permitted in the TDS) as a joint venture/consortium. Where a joint venture or consortium participates, the lead entity shall be clearly identified and authorized to bind the partners, and all members shall be jointly and severally responsible for contract performance.

### 4.2 Registration and Capacity

4.2.1 Tenderers shall be legally registered and in good standing to supply the goods and related services tendered, and must demonstrate capacity to deliver, install/configure (where applicable), train users, and provide after-sales support over the framework period.



#### 4.3 Solvency and Eligibility

4.3.1 Tenderers must not be insolvent, under administration, suspended, debarred, or otherwise ineligible to participate due to legal restrictions or sanctions that would prevent lawful performance. Tenderers shall provide such documentary evidence of eligibility as the Procuring Entity may reasonably request.

#### 4.4 Conflict and Multi-Tendering

4.4.1 A Tenderer shall not submit more than one tender for the same lot(s) in a manner that distorts competition, except where alternative tenders are expressly permitted in the TDS. A Tenderer may propose subcontractors for specialized tasks only where permitted and clearly disclosed but remains responsible for all performance and compliance.

### **5.0 ELIGIBLE GOODS AND RELATED SERVICES**

#### 5.1 Quality and Authenticity

5.1.1 The Goods and Related Services offered shall be new, genuine, fit for purpose, and suitable for the intended operating conditions in Kenya, unless the tender document explicitly permits otherwise. Tenderers shall provide evidence of authenticity, warranty coverage, and technical conformity through datasheets, brochures, certificates, and compliance matrices.

#### 5.2 Software Licensing

5.2.1 Where applicable, software licenses shall be genuine and compliant with vendor licensing terms and shall be transferable/assignable to the Procuring Entity or named users as stated in the Schedule of Requirements and contract terms.

#### 5.3 Manufacturer Authorization

5.3.1 For items requiring authorized distribution, manufacturer backing, or warranty support, the Tenderer shall provide manufacturer authorization/distributor letters confirming the Tenderer's authority to supply, support and honor warranty obligations for the proposed items.

#### 5.4 Description of Related Services

Related Services shall be clearly described and costed, including delivery, installation, training, and preventive maintenance. Tenderers shall describe their Service Level Agreement (SLA), including remote/on-site response times and repair turnaround times.

### **6.0 SECTIONS OF TENDERING DOCUMENT**

#### 6.1 Structure of the Document

The tendering document consists of Parts and Sections and must be read as a whole together with any addenda issued by the Procuring Entity. Unless otherwise stated, the tendering document includes:

PART 1 — Tendering Procedures:



- i. Invitation to Tender
- ii. Section I: Instructions to Tenderers (ITT)
- iii. Section II: Tender Data Sheet (TDS)
- iv. Section III: Evaluation and Qualification Criteria
- v. Section IV: Technical Requirements
- vi. Section V: Price Schedules
- vii. Section VI: Contract Terms (Goods and Related Services)
- viii. Section VII: Tender Submission Forms and Templates

## 6.2 Tenderer's Responsibility

6.2.1 The Tenderer is expected to examine all instructions, forms, terms, specifications, and annexes included in the tender pack. Submission of a tender shall be deemed to constitute acknowledgement that the Tenderer has read and understood the tender requirements.

## 7.0 CLARIFICATION OF TENDERING DOCUMENT

### 7.1 Request for Clarification

7.1.1 A Tenderer requiring any clarification of this tendering document shall submit a written request to the clarification contact specified in the TDS, to reach the Procuring Entity not later than the clarification deadline stated in the TDS.

### 7.2 Procuring Entity Response

7.2.1 The Procuring Entity shall respond in writing to requests for clarification within a reasonable time. Where the clarification is of general relevance, the Procuring Entity shall circulate the response to all known recipients of the tender documents (or publish through the tender channel), without identifying the source of the request.

### 7.3 Binding Communications

7.3.1 No oral statements, representations, or informal communications shall be binding on the Procuring Entity. Only clarifications and instructions issued in writing by the Procuring Entity shall be considered authoritative.

### 7.4 Pre-Tender Meetings

7.4.1 Where a pre-tender meeting/site briefing is provided for in the TDS, it shall be conducted for the purpose of clarifying issues and answering questions. Minutes (where issued) shall not modify the tender documents unless accompanied by a formal addendum.



## **8.0 AMENDMENT OF TENDERING DOCUMENT**

### **8.1 Issuance of Addendum**

8.1.1 At any time prior to the deadline for submission of tenders, the Procuring Entity may amend the tendering document by issuing a written addendum.

### **8.2 Incorporation into Tender**

8.2.1 Any addendum issued shall form part of the tender documents and shall be communicated to all tenderers known to have obtained the tender documents (or published through the tender channel used for tender issue). Tenderers shall be responsible for acknowledging and incorporating all addenda in their submissions.

### **8.3 Extension of Deadline**

8.3.1 Where an addendum is material (e.g., changes scope, specifications, evaluation method, or submission deadline), the Procuring Entity may extend the submission deadline to allow Tenderers reasonable time to take the addendum into account.

### **8.4 Non-Amended Terms**

8.4.1 Except as amended by addendum, all other terms and conditions of the tendering document shall remain unchanged.

## **9.0 COST OF TENDERING**

### **9.1 Responsibility for Costs**

9.1. The Tenderer shall bear all costs and expenses associated with the preparation and submission of its Tender, including (without limitation) the costs of obtaining information, preparing supporting documentation, printing/packaging (where applicable), courier/transport costs, and any taxes or duties associated with tender preparation.

### **9.2 Cost of Supporting Materials**

9.2.1 Where the Procuring Entity requests clarifications, demonstrations, sample provision, product literature, compliance evidence, proof of authorization, or any other supporting materials during the tendering process, the Tenderer shall provide the same at its own cost unless the tender documents expressly provide otherwise.

### **9.3 Limitation of Liability**

9.3.1 The Procuring Entity shall not be responsible or liable for any costs incurred by Tenderers in connection with this tendering process, regardless of the conduct or outcome of the procurement, including where the Procuring Entity cancels the process, amends the tender documents, or decides not to award.



## **10.0 LANGUAGE AND DOCUMENTS COMPRISING THE TENDER**

### 10.1 Language of Tender

10.1.1 The Tender, and all correspondence and documents relating to the Tender exchanged between the Tenderer and the Procuring Entity, shall be written in English unless otherwise stated in the Tender Data Sheet (TDS). Where supporting documents are provided in another language, the Procuring Entity may require an accurate translation of the relevant parts into English, and in case of inconsistency, the English translation shall govern.

### 10.2 Documents Comprising the Technical Proposal

10.2.1 The Tenderer shall submit a complete Technical Proposal that, at minimum, includes the following (organized clearly by the lot(s) being tendered for):

- a. a duly completed and signed Tender Submission Form / Form of Tender;
- b. company profile and organizational details, including key contact person(s) and physical address(es);
- c. legal registration/incorporation documents and any statutory business permits where applicable;
- d. tax compliance documents (where applicable) or a lawful explanation of tax status/exemption;
- e. manufacturer authorizations and/or distributor/reseller letters for goods requiring proof of authorization and warranty backing (where applicable);
- f. a completed Technical Compliance Matrix for all quoted items, cross-referenced to datasheets and evidence;
- g. a delivery and implementation methodology describing lead times, delivery sequencing, installation/configuration approach (where applicable), and acceptance testing/commissioning approach;
- h. a warranty and after-sales support plan describing service channels, escalation pathways, response and resolution timelines, and availability of repair parts/spares;
- i. a training plan describing user training approach, training materials, formats, and proposed post-training support;
- j. team composition and qualifications relevant to delivery, installation/configuration, training, and ongoing support;
- k. references and evidence of similar assignments/contracts and demonstrated performance in comparable supplies and services; and
- l. all required declarations, including conflict of interest, anti-bribery/anti-fraud, and any other declarations listed in the Tendering Forms.

### 10.3 Documents Comprising the Financial Proposal

10.3.1 The Tenderer shall submit a separate Financial Proposal that, at minimum, includes:

- a. a duly completed and signed price schedule for each lot and item, (and any required pricing template);
- b. a summary price schedule by lot, showing totals and clearly indicating the basis of pricing;



- c. a clear statement of taxes, duties, and statutory charges and whether prices are VAT-inclusive or VAT-exclusive, consistent with the TDS;
- d. warranty, maintenance and/or support pricing where requested, including any optional extensions priced separately;
- e. optional items, where permitted, clearly separated and labeled so they do not affect evaluation of the base bid; and
- f. any assumptions relating to payment scheduling, invoicing milestones, and price validity, consistent with the tender documents.

## **11.0 TENDER PRICES AND CURRENCIES**

### **11.1 Quoting of Prices (General Rule)**

11.1.1 The Tenderer shall quote prices in the currency stated in the Tender Data Sheet (TDS). All prices shall be stated clearly and consistently in the Form of Tender (where applicable), the Price Schedules, and any summary of financial forms.

11.1.2 Prices quoted by the Tenderer shall conform to the requirements in this tender document and shall be sufficient to fully meet the Procuring Entity's requirements under the relevant lot(s), including supply of goods and the performance of any related services.

### **11.2 Lot-by-Lot Pricing and Completeness**

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

11.2.2 Unless otherwise specified in the TDS, prices quoted shall correspond to one hundred percent (100%) of the items and one hundred percent (100%) of the quantities specified for each lot and each item. Where partial bidding, partial award within a lot, or split award is permitted, this shall be expressly stated in the TDS and the Price Schedule formats shall be completed accordingly.

### **11.3 Discounts**

11.3.1 The Tenderer may offer discounts. Any discount offered shall be clearly stated in the Form of Tender and/or Price Schedules and the methodology for its application shall be explained in sufficient detail to enable the Procuring Entity to determine the net evaluated price.

11.3.2 Conditional discounts or discounts that are not clearly quantifiable or that depend on conditions not permitted under the tender documents shall be rejected.

11.3.3 Where Tenders are invited for more than one lot or for any combination of lots (packages), the Tenderer wishing to offer a discount for award of multiple lots shall specify the price reductions applicable to each package and/or to each individual lot within the package, consistent with the tender documents and the TDS



#### 11.4 Price Components (Inclusive Costing)

11.4.1 Unless expressly excluded in the TDS the Tender prices shall be deemed to include all costs necessary to supply, deliver and commission the goods and related services as specified, including (without limitation): packaging, insurance, inland transportation, delivery to the final destination(s), installation/configuration (where applicable), testing, user training, manuals/documentation, and warranty support obligations.

11.4.2 The Tenderer shall clearly state the tax treatment unambiguously (e.g., VAT-inclusive or VAT-exclusive), and shall identify any line items where taxes, duties, levies or statutory charges apply, consistent with the TDS. Where the Tenderer fails to state tax treatment clearly, the Procuring Entity may treat the tender as non-responsive or may request clarification in writing, without permitting any change that alters the substance of the Tender.

#### 11.5 Price Firmness

11.5.1 Prices quoted by the Tenderer shall remain firm and fixed during the Tender validity period and—if the Tender is accepted—during the performance of the Contract/Framework Agreement and shall not be subject to variation on any account, unless otherwise specified in the TDS.

#### 11.6 Framework Agreement Pricing (Unit/Ceiling Rates)

11.6.1 Tenderers shall provide unit and/or ceiling rates that shall apply to Call-off Purchase Orders issued during the framework term.

11.6.2 Quantities are not guaranteed and will be called off based on user assessment outcomes and program requirements.

11.6.3 The Procuring Entity may issue call-offs to one or more suppliers based on value for money, compatibility, and service capacity.

#### 11.7 Incoterms

10.7.1 The terms EXW, CIP, CIF, DAP, DDP (and any other delivery terms), where used, shall be interpreted in accordance with the rules of Incoterms issued by the International Chamber of Commerce (ICC)

10.7.2 Default delivery term for this Framework Agreement: Unless otherwise stated in the Tender Data Sheet (TDS) or a specific CallOff Purchase Order, delivery shall be DAP – Delivered At Place (Named inABLE Hub), meaning the Supplier shall deliver the Goods to the designated inABLE hub(s) ready for unloading.

10.7.3 Hub turnover requirement: The Supplier shall plan logistics to support an operational turnaround of within 24 hours across the designated hubs, including availability of stock, rapid dispatch, and/or prioritized deliveries as may be required under calloff orders.



10.7.4 Import duties/taxes (where applicable): Where Goods are imported, responsibility for import clearance and payment of duties/taxes shall apply as stated in the TDS or CallOff Purchase Order; otherwise, DAP shall apply by default

## 11.8 Entry of Prices

11.8.1 How prices shall be entered (local manufacture / imported / already imported / related services)

11.8.2 Prices shall be quoted as specified in each Price Schedule included in the Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison and evaluation of Tenders by the Procuring Entity and shall not limit the Procuring Entity's right to contract on any of the terms offered.

11.8.3 Prices shall be entered in the following manner (unless otherwise specified in the TDS):

(a) For Goods manufactured in Kenya:

- i. the price of the Goods quoted EXW (ex-works / ex-factory / ex-warehouse / off-the-shelf, as applicable) at the final destination point indicated in the TDS, including all customs duties and sales and other taxes already paid or payable on components and raw materials used in manufacture or assembly;
- ii. any sales tax and other taxes payable in Kenya on the Goods if the contract is awarded to the Tenderer; and

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

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

- i. the price of the Goods quoted CIP named place of destination in Kenya, as specified in the TDS; and
- ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to the final destination specified in the TDS.

(c) For Goods manufactured outside Kenya, already imported:

- i. the price of the Goods, including the original import value plus any mark-up (or rebate), any other related local cost, and customs duties and import taxes already paid or to be paid;
- ii. the customs duties and import taxes already paid (supported by documentary evidence) or to be paid;
- iii. any sales and other taxes payable in Kenya on the Goods if the contract is awarded to the Tenderer; and
- iv. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to the final destination (Project Site) specified in the TDS.

(d) For Related Services (other than inland transportation and services required to convey the Goods to their final destination):

The price of each item comprising the Related Services shall be quoted separately, inclusive of any applicable taxes, as specified in the Schedule of Requirements and Price Schedule Forms.



## **12.0 TENDER VALIDITY**

### **12.1 Validity Period**

12.1.1 Tenders shall remain valid for the period stated in the Tender Data Sheet, commencing from the tender submission deadline. Any Tender with a validity period shorter than that required in the Tender Data Sheet may be rejected as non-responsive.

### **12.2 Extension of Validity**

12.2.1 Prior to expiry of the Tender validity period, the Procuring Entity may request Tenderers to extend their Tender validity for an additional period. The request and the Tenderer's response shall be in writing. A Tenderer may refuse the request without forfeiting any tender security (where applicable), unless the tender documents expressly provide otherwise.

### **12.3 Conditions of Extension**

12.3.1 Where validity is extended, the Tenderer shall not be permitted to modify the substance or pricing of its Tender, except to the extent expressly allowed by the tender documents (e.g., confirming arithmetic corrections where applicable).

## **13.0 ALTERNATIVE TENDERS**

### **13.1 General Rule**

13.1.1 Alternative Tenders shall not be permitted unless expressly stated in the Tender Data Sheet.

### **13.2 Submission Requirements**

13.2.1 Where alternative tenders are expressly permitted, the Tenderer shall submit a fully compliant base Tender and may submit clearly identified alternatives as separate schedules, each supported by full technical and financial details and clear statements of compliance/deviations. Alternatives that are not clearly labeled or that obscure the base bid may be rejected as non-responsive.

## **14. 0 TENDER SECURITY / TENDER-SECURING DECLARATION (IF APPLICABLE)**

### **14.1 Requirement for Security**

14.1.1 The Tenderer shall furnish, as part of its Tender, either a Tender Security or a Tender-Securing Declaration, as specified in the Tender Data Sheet. Where a Tender-Securing Declaration is required, it shall be submitted in the form provided in the Tendering Forms and duly signed by an authorized representative.

### **14.2 Compliance and Rejection**

14.2.1 Where Tender Security is required, it shall be in the amount, form, and validity period specified in



the Tender Data Sheet. Failure to submit the required Tender Security or Tender-Securing Declaration, where required, may result in rejection of the Tender as non-responsive.

### 14.3 Purpose and Forfeiture

14.3.1 Tender security requirements (where applicable) are intended to safeguard the integrity of the tendering process, including in circumstances where a Tenderer withdraws its Tender during validity or fails to sign the Contract after award, consistent with the terms set out in the tender documents.

## 15.0 FORMAT AND SIGNING OF TENDER

### 15.1 Submission of Originals and Copies

15.1.1 The Tenderer shall submit a signed original (or authorized electronic submission where permitted) and the number of copies specified in the Tender Data Sheet. The original shall govern in the event of discrepancies between copies.

### 15.2 Authorization of Signatory

15.2.1 The Tender shall be signed by a person duly authorized to bind the Tenderer.

15.2.2 The Procuring Entity may require evidence of such authority, including a Power of Attorney, board resolution, or other written confirmation, as specified in the TDS.

### 15.3 Integrity of the Tender Document

15.3.1 Any interlineations, erasures, or overwriting shall be valid only if initialed by the authorized signatory. The Tenderer shall ensure that all required forms are completed without material alteration to the provided templates, and that all mandatory signatures, stamps (where applicable), and attachments are included.

## 16.0 SUBMISSION AND SEALING (ELECTRONIC ONLY)

### 16.1 Email Submission Procedure

16.1.1 All Tenders shall be submitted electronically via email to the address specified in the Tender Data Sheet (TDS). Physical or hard-copy submissions shall not be accepted and will be rejected.

16.1.2 The Tenderer shall submit the Technical Proposal and the Financial Proposal as separate PDF attachments in a single email (unless otherwise specified in the TDS). Each file must be clearly named to reflect its contents.

### 16.2 Formatting and Security

16.2.1 The Tenderer shall comply with the file naming rules, format requirements (e.g., Searchable PDF), and any password protection rules specified in the TDS.

16.2.2 It is the Tenderer's responsibility to ensure that email attachments do not exceed



the maximum file size limit (e.g., 20MB) stated in the TDS. If necessary, Tenders may be sent in multiple parts (e.g., Email 1 of 2), provided they are clearly labeled and sent before the deadline.

### 16.3 Deadline and Late Submissions

16.3.1 The Procuring Entity shall treat the email receipt timestamp as the definitive submission time.

16.3.2 Any Tender received after the submission deadline stated in the TDS shall be declared late and rejected, unless the Procuring Entity has issued a formal addendum extending the deadline.

16.3.3 The Procuring Entity shall not be held liable for any technical failures, including internet connectivity issues or server delays on the part of the Tenderer.

## 17.0 OPENING OF TENDERS

### 17.1 Opening Procedures

17.1.1 The Procuring Entity shall open tenders in accordance with its internal procedures and the Tender Data Sheet (TDS). Since submissions are via email, the opening shall consist of a formal download and logging of all received attachments.

### 17.2 Recording of Tender Details

17.2.1 The Procuring Entity may record, at opening, key details such as the Tenderer's name, the presence or absence of key mandatory documents (e.g., Tax Compliance, Manufacturer Authorizations), and any other details considered appropriate.

17.2.2 No discussion regarding the merits or technical compliance of any Tender shall take place at this stage.

## 18.0 CONFIDENTIALITY

### 18.1 Restriction on Disclosure

18.1.1 Information relating to tender evaluation, clarification, comparison, and recommendation of award shall not be disclosed to Tenderers or third parties except as required by law, donor rules, or internal governance approvals.

### 18.2 Use of Tender Information

18.2.1 Tenderers shall treat all information contained in the tender documents and any clarifications/addenda as confidential where indicated.

18.2.2 Tenderers shall not use such information for any purpose other than preparing and submitting their Tender.

### 18.3 Prohibited Influence

18.3.1 Any attempt by a Tenderer to improperly obtain confidential information or influence the procurement process may result in disqualification and/or other actions permitted under the tender documents and applicable rules.



## **19.0 CLARIFICATION OF TENDERS**

### **19.1 Request for Clarification**

19.1.1 To assist in the examination, evaluation, comparison, and qualification of Tenders, the Procuring Entity may request clarifications in writing from any Tenderer.

19.1.2 The Tenderer shall respond to such requests within the specific timeframe stated in the communication.

### **19.2 Limitation on Changes**

19.2.1 Clarifications shall not be used to permit a Tenderer to change the price or substance of its Tender, except to confirm the correction of arithmetic errors where permitted under the tender documents.

### **19.3 Validation of Compliance**

19.3.1 The Procuring Entity may require Tenderers to provide demonstrations, product datasheets, proof of compatibility, Manufacturer Authorizations, references, or evidence of support capacity to validate compliance with the tender requirements.

19.3.2 Where such requests are made, the Tenderer shall provide the requested evidence at their own cost within the stated response timelines.

## **20.0 RESPONSIVENESS**

### **20.1 Definition of Substantial Responsiveness**

20.1.1 A substantially responsive Tender is one that conforms to all material terms, technical requirements, and conditions of the tender documents without material deviation, reservation, or omission.

### **20.2 Material Deviations**

20.2.1 Material deviations include (without limitation) failure to meet:

- a) Critical compatibility and functional accessibility requirements (KS 2952);
- b) Warranty and after-sales support obligations;
- c) Mandatory delivery timelines and training requirements;
- d) Safety or quality standards; or
- e) Any mandatory documentary requirement stated as a pass/fail criterion.

### **20.3 Rejection of Non-Responsive Tenders**

20.3.1 A Tender that is not substantially responsive shall be rejected by the Procuring Entity.

20.3.2 A non-responsive Tender shall not subsequently be made responsive by the Tenderer through the correction of material deviations, reservations, or omissions after the submission deadline.



## **21.0 AWARD CRITERIA AND RIGHT TO ACCEPT/REJECT**

### 21.1 Award Determination

21.1.1 The award shall be made to the Tenderer(s) whose Tender is determined to be substantially responsive and best evaluated in accordance with the Evaluation and Qualification Criteria (Section III).

21.1.2 All awards are subject to satisfactory due diligence, internal governance approvals, and any applicable donor requirements.

### 21.2 Rights of the Procuring Entity

21.2.1 The Procuring Entity reserves the right to accept or reject any Tender, annul the procurement process, or reduce quantities at any time prior to contract award without incurring any liability.

21.2.2 Such actions shall be subject to internal policy, donor rules, and the principles of fairness and transparency.

### 21.3 Framework Agreement Selection

21.3.1 Where the procurement results in a Framework Agreement, selection may be made for one or more suppliers to ensure continuity of supply, geographical coverage, and value for money over the framework term.

21.3.2 The Procuring Entity may appoint multiple suppliers to mitigate the risk of supply chain disruptions for critical ICT-related assistive devices.

## **22.0 NOTIFICATION AND CONTRACTING**

### 22.1 Notification of Award

22.1.1 Successful and unsuccessful Tenderers shall be notified in writing after completion of evaluation and approval processes.

### 22.2 Conditions for Contract Award

22.2.1 Contract award is subject to confirmation of availability of funds, successful completion of due diligence checks where applicable, and execution of the Contract Agreement or Framework Agreement documents, including any schedules and annexes.

### 22.3 Contract Negotiations

22.3.1 Where contract negotiations are permitted under the tender documents, such negotiations shall be limited to permitted clarifications and finalization of contractual details, and shall not undermine the integrity, fairness, or transparency of the tendering process.

## **23. CODE OF CONDUCT, ANTI-BRIBERY AND SAFEGUARDING**



### 23.1 Compliance Obligations

23.1.1 Tenderers shall comply with all applicable anti-bribery, anti-fraud, safeguarding, child protection, and non-discrimination obligations required by the Procuring Entity and donor partners, as may be set out in the tender documents and contract undertakings.

### 23.2 Prohibited Practices

23.2.1 Any attempt to improperly influence the procurement process, including canvassing, offering inducements, or engaging in collusive practices, may result in disqualification, rejection of the Tender, and/or termination of procurement proceedings.

### 23.3 Interaction with Vulnerable Groups

23.3.1 Where Tenderers (or their subcontractors) will interact with beneficiaries, program participants, or vulnerable persons, the Procuring Entity may require additional safeguarding commitments, codes of conduct, and reporting obligations as a condition of award.



## SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	<p>Tender reference number: <b>inABLE/UOP/03/2026-2028</b></p> <p>Procuring Entity: <b>inABLE</b></p> <p>Project/Program: <b>Unlocking Opportunities Program</b></p> <p>Tender name: Establishment of a Framework Agreement for the Supply, Delivery, Installation/Configuration (where applicable), Training and After sales Support of Hearing Assistive Devices and Accessibility Solutions.</p> <p>Framework term: Three (3) years (call off purchase orders). Quantities are not guaranteed.</p> <p>Lots/Domains: This Tender is divided into the following five (5) Lots:</p> <p><b>LOT 1: Professional digital hearing Aids (BTE/RIC)</b></p> <p><b>LOT 2: Ear molds (custom earmolds for hearing aids)</b></p> <p><b>LOT 3: Muffles / Hearing protection (ear defenders)</b></p> <p><b>LOT 4: Speech-to-text devices (excluding laptops/smartphones which are procured under ICT)</b></p> <p><b>LOT 5: Cochlear implant (device supply only; surgical/clinical services excluded unless otherwise stated in the Call-Off Purchase Order)</b></p>
ITT 1.2	<p>Tender Issue / Access Channels (Hybrid Outreach): Tender documents will be made available through: <a href="https://inable.org/">Home   inABLE: https://inable.org/</a></p> <p>Targeted invitations: inABLE may also issue direct invitations to reputable AT suppliers to ensure high-quality responses (in addition to public advertisement).</p> <p>Tenderers who download/access documents shall email their particulars to: <a href="mailto:vendors@inable.org">vendors@inable.org</a> for issuance of clarifications/addenda.</p>
ITT 2.1	<p>The Procuring Entity applies a zero-tolerance approach to bribery, fraud, collusion, coercion, conflict of interest abuses, and any attempt to improperly influence the tendering process</p>
ITT 3.1	<p>inABLE has zero tolerance for Sexual Exploitation, Abuse, and Harassment (SEAH)</p>
ITT 3.2	<p>inABLE is an equal opportunity organization committed to diversity and inclusion in the workplace and its supply chain.</p>



ITT 4.1	Joint Ventures/Consortia: Permitted; lead entity to be identified and jointly and severally liable.
ITT 4.3	Debarment status: Tenderers must not be debarred, suspended, insolvent, or otherwise ineligible.
	<b>B. Contents of Tendering Document</b>
ITT 7.1	Clarification requests: Tenderers shall submit clarification questions in writing to: Email: <a href="mailto:vendors@inable.org">vendors@inable.org</a> To reach inABLE not later than 28 <sup>th</sup> May2026 Clarification responses will be issued by email to all registered tender recipients without identifying the source Tenderer.
ITT 7.3	Pretender conference: WILL NOT BE HELD
ITT 7.4	Minutes of pretender meeting/site visit: NOT APPLICABLE
	<b>C. Preparation of Tenders</b>
ITT 9.1	Additional documents required in the Tender: As per Mandatory Requirements in Section IV.
ITT 10.1	Language of Tender: English.
ITT 10.2	Technical Proposal: As specified under ITT (forms, compliance matrix, delivery methodology, warranty, training, experience, declarations).
ITT 10.3	Financial Proposal: As specified under ITT 10.3.1(price schedules, taxes, warranties, assumptions).
ITT 11.2.2	Pricing completeness rule: Prices quoted shall correspond to 100% of items and quantities specified per lot/item unless the TDS expressly permits partial bidding/partial award
ITT 11.3	The Tenderer may offer discounts
ITT 11.5	Prices quoted by the Tenderer shall remain firm and fixed during the Tender validity period
ITT 11.7	Delivery terms (Incoterms): As per ITT; specific delivery points, inABLE delivery hubs/counties
ITT 12.1	Tenders shall remain valid for the period stated in the Tender Data Sheet, commencing from the tender submission deadline.
ITT 12.2	Prior to expiry of the Tender validity period, the Procuring Entity may request Tenderers to extend their Tender validity for an additional period.
ITT 13.0	Alternative tenders: Shall not be considered.
ITT 14.0	Tender Security / Tender Securing Declaration: Not specified.



ITT 15.1	Number of copies: one / formats of submission: Electronic submission.
ITT 15.2	Authorization to sign Tender: Authorized signatory with written authority.
	<b>D. Submission and Opening of Tenders</b>
ITT 16.1	Submission by email to <a href="mailto:vendors@inable.org">vendors@inable.org</a> Tender Publishing Date: <b>22<sup>nd</sup> May 2026 at 5:00 PM</b> Deadline for submission: <b>4<sup>th</sup> June 2026 at 5:00PM</b>
ITT 16.3	Late submissions shall be rejected.
ITT 17.1	Tender Opening Location: AEA Plaza, 3rd Floor, Valley Road, Upper Hill, P.O. Box – 71672-00622 00200, Nairobi Physical No opening ceremony
ITT 17.2	Information recorded at opening: Tenderer name, lots bid, presence of mandatory documents.
	<b>E. Evaluation and Comparison of Tenders</b>
ITT 20.1	Responsiveness: Substantially responsive Tenders only.
ITT 21.1	Award criteria: Best evaluated responsive Tender in accordance with Section III.
ITT 21.2	Framework outcome: One or more suppliers may be appointed per lot.
	<b>F. Award of Contract</b>
ITT 22.1	Notification of award: Successful and unsuccessful Tenderers notified in writing.
ITT 22.2	Contracting: Subject to availability of funds, due diligence, and execution of Framework Agreement.
ITT 23.1	Code of conduct, antibribery, and safeguarding obligations apply.



## **SECTION III: EVALUATION AND QUALIFICATION CRITERIA**

### **1.0 Evaluation Overview and Governing Principles**

#### **1.1. Evaluation Stages**

The Procuring Entity shall evaluate Tenders in stages to ensure fairness, transparency, and value for money. Evaluation shall be conducted in accordance with the Instructions to Tenderers (ITT), the Tender Data Sheet (TDS), and this Section. Only Tenders that meet Preliminary/Mandatory requirements shall proceed to detailed Technical and Financial/Commercial evaluation.

#### **1.2 Lot-by-Lot Evaluation**

Evaluation shall be conducted on a lot-by-lot basis for the following five (5) categories:

LOT 1: Professional Digital Hearing Aids (BTE/RIC)

LOT 2: Ear molds (custom earmolds for hearing aids)

LOT 3: Muffles / Hearing protection (ear defenders)

LOT 4: Speech-to-text solution/device (excluding laptops/smartphones which are procured under ICT)

LOT 5: Cochlear implant (device supply only; surgical/clinical services excluded unless otherwise stated in the Call-Off Purchase Order)

Where a Tenderer bids multiple lots, the Procuring Entity shall evaluate each lot independently and may award one or more lots to the same Tenderer, subject to capacity, value for money, and any award rules stated in the TDS.

#### **1.3 Framework Agreement Parameters**

For this procurement, the intended contracting outcome is a Framework Agreement with call-off purchase orders. Accordingly, evaluation will consider not only pricing, but also demonstrated capacity to supply, deliver, install/configure (where applicable), train, and provide after-sales support consistently throughout the three (3) year framework term, in line with the Schedule of Requirements.

#### **1.4 Confidentiality and Integrity**

At all times, the Procuring Entity shall maintain confidentiality of the evaluation process. Any attempt by a Tenderer to influence the evaluation, including canvassing or providing inducements, shall result in immediate disqualification in accordance with Section 23.0 (Code of Conduct).

### **2.0 Stage 1 — Preliminary / Mandatory Requirements (Pass/Fail)**

#### **2.1 Preliminary Examination**

2.1.1 The Procuring Entity shall conduct a preliminary examination to determine whether each Tender is complete, properly signed, and substantially responsive to mandatory requirements. This stage is



Pass/Fail. Failure to meet any mandatory requirement may result in rejection of the Tender (or the affected lot) as non-responsive.

### 2.1.2 Mandatory Requirements Checklist (Pass/Fail)

The Tenderer shall submit, at minimum, the following mandatory documents/forms (as applicable):

#### (i) Submission and Legal/Tax Status

- a. Signed Tender Submission Form / Form of Tender (Form 1).
- b. Valid certificate of incorporation/registration.
- c. Valid tax compliance certificate or a tax status explanation (as applicable).
- d. Copy of PIN/VAT registration (where applicable).

#### (ii) Tenderer Profile and Contact Information

- e. Company profile and contact details (including physical address and responsible focal person).

#### (iii) Authorization and Technical Evidence

- f. Manufacturer authorization/distributor letter for items requiring manufacturer-backed warranty support (where applicable for proposed items).
- g. Completed Technical Compliance Matrix, including references to evidence (datasheets/brochures/manuals) for all quoted items.
- h. Lot-specific regulatory/registration requirement (if stated in the TDS), e.g., ICT Authority certificate for Lot ICT & Software where applicable.

#### (iv) Financial Submission

- i. Completed Price Schedule (Annex A) and completed financial proposal forms (including any required summary schedules).
- j. Tender-Securing Declaration / Tender Security (only if required in the TDS).

#### (v) Integrity Declarations

- k. Signed declarations on conflict of interest, anti-bribery/anti-fraud, and litigation history (as provided in the Tendering Forms).

## 2.2. Mandatory Technical “Critical Requirements” (Responsiveness Rules)

### 2.2.1 Non-Responsiveness Criteria

Without limiting the above Pass/Fail checks, the Procuring Entity may treat a Tender (or a lot) as non-responsive if it fails to meet any critical requirement explicitly stated as mandatory, including:



### 2.2.2 Digital Connectivity & Signal Compliance (ICT-Enabled Hearing Assistive Devices)

For applicable hearing-related Lots, failure to provide credible evidence (datasheets, certifications, or technical documentation) demonstrating functional compatibility with professional communication standards may result in non-responsiveness.

This includes where applicable:

- reliable Bluetooth or equivalent wireless connectivity to support workplace telephony and professional communication;
- compatibility with global wireless transmission standards used by hearing assistive accessories (e.g. remote microphones, transmitters);
- ability of speech-to-text solutions to integrate with standard workplace communication platforms (e.g. video conferencing and meeting environments); and
- stable, low-latency signal performance suitable for meetings, interviews, training sessions, and other work-related communication scenarios.

### 2.2.3 Acoustic Standards & Serviceability (Hearing-Related Hardware)

For applicable hearing-related Lots, failure to demonstrate compliance with mandatory acoustic standards, durability requirements, and serviceability obligations may result in non-responsiveness.

This includes failure to demonstrate:

#### 1. Durability:

Suitability for sustained workplace and professional use, including:

- resistance to sweat, dust, and moisture for wearable hearing devices (e.g. IP-rated protection where applicable);
- structural robustness appropriate for regular use in employment, training, and work-related environments.

#### 2. Local Support & Serviceability:

Evidence of locally accessible after-sales support capacity, including the ability to provide:

- hearing aid programming and adjustment services;
- telecoil (T-coil) calibration or configuration where relevant;
- replacement consumables and accessories such as earmolds, wax filters, domes, batteries, chargers, and related components; and
- a feasible maintenance and repair pathway for program participants during employment or work placement.

### 2.2.4 Warranty Minimums

Failure to provide a minimum 1-year comprehensive warranty, including at least one professional recalibration session for hearing systems and induction loops within the first 12 months to ensure acoustic accuracy in the specific work environment.



### 2.2.5 Format Compliance

Failure to submit a completed Price Schedule or Technical Compliance Matrix in the required digital and physical formats.

## 3.0 Stage 2 — Technical Evaluation (Scored)

### 2.3.1 Technical Evaluation Framework

Only Tenders that pass the Stage 1 Preliminary/Mandatory Requirements shall proceed to technical scoring. The objective of the technical evaluation is to determine the extent to which the Tender meets the criteria set out in the Technical Requirements and the Technical Evaluation of Bids.

### 2.3.2 Evaluation Core Objectives

The Evaluation Committee shall assess each proposal based on its ability to:

2.3.2.1 Technical Compliance: Meet or exceed the minimum functional and technical requirements specified for each lot.

2.3.2.2 Standards Alignment: Demonstrate strict adherence to [Kenyan and International standards](#), specifically KS 2952-1/2 for ICT related hardware and Software, and WHO-aligned durability and spare parts expectations for non-ICT assistive devices.

2.3.2.3 Operational Feasibility: Provide a robust and feasible plan for delivery, implementation, training, warranty, and after-sales support.

2.3.2.4 Capacity and Experience: Demonstrate the [supplier's special experience and capability](#) to organize the supply and delivery of specialized assistive technology items at short notice.

## 4.0 Technical Evaluation- Weighted Model

The Procuring Entity may use the following or an adapted scoring matrix. A minimum technical score threshold should be stated in the TDS (for example 70/100).

No.	Criterion	Weight	Scoring Guidance
1	Technical Compliance & Lot Specifications	25	<p>Extent of compliance with all minimum technical requirements per hearing-related lot. Quality, completeness, and traceability of evidence to manufacturer documentation (datasheets, user manuals, certifications, model numbers). Examples by lot include:</p> <ul style="list-style-type: none"> <li>• Hearing aids: type (BTE/ITE/RIC), gain/output ranges, frequency response, noise reduction, feedback cancellation, directional microphones, telecoil availability, rechargeable vs. disposable batteries, stated battery run-time.</li> <li>• Assistive Listening Devices (ALDs): microphone types, transmission range, latency, supported receivers, signal stability, audio quality.</li> <li>• Speech-to-Text devices: supported platforms (desktop/mobile/cloud), accuracy rates (where evidenced), supported languages and accents,</li> </ul>



			<p>offline/online operation, transcription formats.</p> <ul style="list-style-type: none"> <li>Alerting devices: vibration strength, light intensity, sound options, trigger compatibility (phone, doorbell, alarms).</li> </ul>
2	Accessibility, Usability & Inclusive Operation	20	<p>Demonstrated usability by persons who are Deaf or Hard of Hearing across contexts (work, training, daily living). Evidence may include:</p> <ul style="list-style-type: none"> <li>Clear, non-auditory cues (visual alerts, vibration, text prompts).</li> <li>Simplicity and clarity of controls, pairing, and mode switching.</li> <li>For ICT-enabled devices/apps: alignment with KS 2952-1/-2 or equivalent accessibility evidence for menus, captions, alerts, and documentation.</li> <li>Suitability of language/caption support (e.g., English and locally relevant accents or languages where applicable).</li> <li>Ability to operate independently without hearing-dependent prompts</li> </ul>
3	Interoperability & Connectivity	15	<p>Compatibility with common hearing and ICT ecosystems. Evidence of reliable and stable connectivity, including:</p> <ul style="list-style-type: none"> <li>Bluetooth or equivalent wireless standards (pairing reliability, multi-device support).</li> <li>Compatibility with smartphones, tablets, laptops, workplace telephony, and video-conferencing platforms.</li> <li>Integration with accessories (remote microphones, streamers, TV connectors).</li> <li>Supported data/output formats for speech-to-text (e.g., TXT, DOCX, captions, live overlays).</li> <li>Application availability and support (Android/iOS/Windows/macOS where applicable).</li> </ul>
4	Logistics, Delivery, Setup & Commissioning	10	<p>Clarity and feasibility of the delivery and deployment plan, including lead times, packaging, and importation (where applicable). Quality of:</p> <ul style="list-style-type: none"> <li>Device fitting and initial configuration approach (profiles, volume levels, pairing, language/caption settings).</li> <li>Asset tagging/serial number tracking and hand-over documentation.</li> <li>Commissioning and acceptance testing, including functional checks in real-world communication scenarios (meetings, calls, alerts).</li> <li>Hygiene, safety, and user hand-over procedures for shared or body-worn devices.</li> </ul>
5	Warranty, Maintenance & Local Support	15	<p>Strength and clarity of after-sales support arrangements, including:</p> <ul style="list-style-type: none"> <li>Warranty period (minimum 12 months unless otherwise stated).</li> <li>Repair, replacement, and escalation procedures.</li> <li>SLA response times and fault resolution process.</li> <li>Availability of local servicing, spares, and consumables (earmolds, domes, batteries, chargers, cables).</li> </ul>



			<ul style="list-style-type: none"> <li>• Preventive maintenance or device health-check arrangements for electronic devices.</li> </ul>
6	Relevant Experience & References	10	<p>Evidence of supplying hearing-related assistive devices or accessibility solutions to NGOs, schools, TVET institutions, universities, employers, hospitals, or inclusive government programmes. Demonstrated experience with:</p> <ul style="list-style-type: none"> <li>• Multi-site deployment and user assessment-driven distribution.</li> <li>• Diverse beneficiary groups (youth, adults, workplace users).</li> <li>• Documented after-sales support performance (references or case examples).</li> </ul>
7	User Training & Accessible Documentation	5	<p>Quality and appropriateness of the training and capacity-building approach, tailored to persons who are Deaf or Hard of Hearing, including:</p> <ul style="list-style-type: none"> <li>• Safe use, charging, storage, cleaning, and troubleshooting.</li> <li>• Responsible and privacy-aware use of speech-to-text or recording features (where applicable).</li> <li>• Availability of accessible user documentation (plain-language guides, visual step-by-step instructions, captions, accessible PDF/HTML).</li> <li>• Quick reference guides and basic maintenance checklists.</li> </ul>
Total		100	

## 5.0 Stage 2 — Product Demonstrations and Sample Verification

### 2.5.1 Right to Request Samples

Where stated in the tender documents or requested in writing during the evaluation process, Tenderers shall be required to provide physical product samples, live or remote demonstrations, trial access, or documented compatibility proof for hearing-related assistive devices within the timeframe set by the Procuring Entity (typically 48–72 hours). This requirement shall apply on a lot-by-lot basis and may include demonstrations conducted in person, virtually, or using test accounts or loan units, as determined by the Procuring Entity.

### 2.5.2 Demonstration Scope per Lot

Verification during the evaluation may include, but is not limited to, the following areas, as applicable to the specific hearing-related Lot:

#### 1. Accessibility, Usability & Inclusive Interaction (Applicable Lots)

- Live demonstration of user interfaces and controls suitable for persons who are Deaf or Hard of Hearing, including clear visual displays, captions, alerts, vibration or haptic feedback, and simplified control logic.
- Verification that user-facing digital interfaces, applications, or companion software (where applicable) demonstrate alignment with KS 2952-1/-2 or equivalent accessibility standards, including clarity of menus, captions, notifications, status indicators, and user prompts.



- Demonstration of independent operation without reliance on auditory cues alone, including visibility of critical system states (e.g. power, connection, mode, battery status).
2. Audio Output Quality, Visual Alerts & Sensory Feedback (Applicable Lots):
- Demonstration of audio output quality (where relevant), including clarity of sound, speech intelligibility, noise management, and absence of distortion under normal operating conditions.
  - Demonstration of visual, vibration, or tactile alerts supporting awareness of calls, messages, alarms, environmental sounds, or system notifications.
  - Verification that feedback mechanisms clearly communicate key functions such as device status, pairing/connection state, operating modes, safety alerts, and error notifications
3. Interoperability & Connectivity (Lots with Digital or ICT Components):
- Live or recorded demonstration of connectivity and compatibility with external devices and platforms, such as smartphones, tablets, laptops, workplace telephony systems, video-conferencing platforms, or remote microphones, where applicable.
  - Verification of Bluetooth or equivalent wireless connectivity, including pairing process, signal stability, latency, and multi-device switching (where supported).
  - For speech-to-text or captioning solutions: demonstration of live transcription, supported languages/accents (as claimed), and export or display options (e.g. text files, captions, overlays).
4. Physical Design, Wearability, Operability & Safety (All Lots):
- Hands-on verification of physical design and build quality, including button placement, ports, indicators, wearability, comfort (where applicable), and robustness for daily use.
  - Verification that controls are logically arranged, easily operable, and safe to use, with minimal risk of accidental activation or misuse.
  - Demonstration of safe handling, charging, storage, and hygiene considerations, including suitability for repeated or extended use.
5. Functional Performance for Hearing Support (Applicable Lots):
- Demonstration of core assistive functions relevant to hearing support, such as sound amplification, noise reduction, speech clarity enhancement, assistive listening, speech-to-text conversion, or alerting functions, as applicable to the Lot.
  - Verification that demonstrated functions perform reliably under typical usage scenarios, such as meetings, training sessions, workplace communication, or daily-living contexts.
  - Confirmation that performance observed during the demonstration is consistent with the technical specifications and intended use described in the Tenderer's technical submission.

#### 2.5.3 Failure to Comply

Failure by a Tenderer to provide required samples, demonstrations, or verification evidence or failure to demonstrate compliance with identified Critical Requirements, shall result in disqualification or a zero score for the affected line items or the entire Lot, at the discretion of the Procuring Entity

## 2.6 Stage 3 — Financial and Commercial Evaluation



### 2.6.1 Financial Eligibility

Only Tenders meeting the minimum technical threshold of 70/100 points shall proceed to financial evaluation. The evaluation shall be based on Price Schedule and shall confirm:

- 2.6.1.1 Arithmetic accuracy and completeness of pricing for all items within a Lot.
- 2.6.1.2 Tax treatment clarity (VAT inclusion/exclusion) and validity of any discounts offered.

### 2.6.2 Determination of Evaluated Price

The Evaluated Price for each Lot shall be determined considering:

- Total Extended Price: The sum of (Unit Rate × Estimated Quantity)
- Discounts: Any unconditional discounts clearly quantified in the Form of Tender.
- Total Cost of Ownership: Where relevant, cost elements for mandatory spares, warranty extensions, and service pricing.

### 2.6.3 Financial Scoring (Weighted Model)

Unless otherwise stated in the TDS, the financial score shall be calculated as follows:

Financial Score (Sf) = (Lowest Evaluated Price / Tenderer's Evaluated Price) × 30

### 2.6.4 Combined Evaluation Score

The final ranking shall be determined by combining the Technical Score (St) and Financial Score (Sf):

Combined Total Score = St (70%) + Sf (30%)

The Tenderer with the highest combined score per Lot shall be recommended for the Framework Agreement.

## 2.7 Stage 4 — Post-Qualification and Due Diligence

### 2.7.1 Verification Process

The Procuring Entity shall conduct due diligence to verify the information provided in the Tender. This may include:

- a) Legal & Tax: Verification of registration, KRA Tax Compliance, and CR12 status
- b) Technical Authenticity: Verification of Manufacturer's Authorization (MAF) and distributor status.
- c) Performance Track Record: Direct reference checks with previous clients for similar AT/ICT assignments.
- d) Physical Inspection: Site visits to the supplier's premises or service centers to confirm local technical support capacity and spare parts availability (especially for Lot 4).
- e) Financial Health: Review of audited accounts, bank statements, or credit lines to ensure the capacity to fulfill a 3-year Framework Agreement.
- f) Ethics Screening: Debarment and sanctions screening against national and international (donor) databases.



### 2.7.2 Financial Evaluation (Example Weighted Model)

Financial Score = (Lowest Evaluated Price / Tenderer's Evaluated Price) × Financial Weight.

Illustrative financial weight: 30 points (with technical weight of 70 points), unless otherwise stated in the TDS.

Alternative method (if stated in TDS): Least-cost among technically responsive tenders.

### 2.7.3 Combined Evaluation

Combined Score = Technical Score + Financial Score.

The Tenderer with the highest combined score for a lot may be recommended for award, subject to due diligence and approvals.

#### Qualification and Due Diligence Checks

- i. The Procuring Entity may conduct verification and due diligence, including:
- ii. Verification of legal registration and tax status.
- iii. Verification of manufacturer authorization/distributor status (where applicable).
- iv. Reference checks for similar assignments.
- v. Site visit to supplier premises / service center (if necessary).
- vi. Proof of local technical support capacity and spare parts availability.
- vii. Sample inspection / product demonstration / interoperability testing (if required).
- viii. Financial capacity review (bank statements, audited accounts, credit lines) where proportionate and specified.
- ix. Debarment/sanctions screening (where applicable).

The lowest quotation will normally be accepted unless written justification is provided stating why other than the lowest offer is required.



## SECTION IV: TECHNICAL SPECIFICATIONS

Bids will be evaluated to ascertain responsiveness; technical specifications **MUST** be met. Each bidder **MUST** indicate conformity to the proposed equipment specifications. Brochures of the proposed items or other forms of hardware specifications shall be submitted. All bids that do not meet the specifications outlined herein will be disqualified at this stage. Bidders must confirm that all spare parts are locally available within the region.

### LOT 1: Professional Digital Hearing Aids (BTE/Ric)

Where required by individual assessment, solutions under this Lot may include compatible assistive accessories such as remote microphones, induction loop systems, phone amplification, or related integration tools, evaluated as part of the primary Lot

Feature	Technical Specs	Accessibility Requirement	Met	Not met
Channels	12 to 16 Digital Processing Channels	Clarity: Must distinguish speech from background office noise (e.g., printers, air conditioning).		
Connectivity	Dual Bluetooth 5.0 (Multi-device)	Multitasking: Seamless switching between a laptop (video calls) and a smartphone (business calls).		
Durability	IP68 Rating (Water & Dust Proof)	Longevity: Resistant to sweat and rain for active commutes and all-day professional wear.		
Directionality	Adaptive Beamforming Microphones	Meetings: Automatically focus on the speaker in front of the user during boardroom discussions.		

### LOT 2: Ear molds (custom earmolds for hearing aids)

Feature	Technical Specs	Accessibility Requirement	Met	Not met
Material Composition	Medical-grade Hypoallergenic Silicone or Acrylic	Comfort & Safety: Must prevent skin irritation and sores during 8-10 hour work shifts.		
Seal Integrity	Precision Custom Impression (Cymba/Concha fit)	Acoustic Performance: Must eliminate feedback (whistling) during high-volume office interactions or phone use.		
Venting Type	Variable or Select-A-Vent (SAV) Tuning	Occlusion Management: Must reduce the "echo" of the user's own voice to ensure natural speech during presentations.		



Retention Design	Helix Lock or Canal Lock modifications	Stability: Must remain securely in place during physical tasks, walking between meetings, or active jaw movement.		
Maintenance	Moisture-resistant coating / Easy-clean finish	Hygiene: Must be easily sanitized to maintain professional appearance and device longevity in a shared workspace.		

### LOT 3: Mufflers / Hearing protection (ear defenders)

Feature	Technical Specs	Accessibility Requirement	Met	Not met
Noise Attenuation	Minimum 25dB - 30dB NRR (Noise Reduction Rating)	Safety: Must suppress high-decibel industrial or construction noise to safe levels (below 85dB) for prolonged shifts.		
Active Listening	Level-Dependent / Electronic Ambient Pass-through	Communication: Must allow the user to hear verbal instructions or warning signals while simultaneously blocking impact noise.		
Ergonomic Design	Adjustable Padded Headband & Liquid/Gel Ear Cushions	All-Day Wear: Must provide even pressure distribution to prevent "headache" fatigue during 8+ hours of usage.		
Compatibility	Low-profile or Cap-mount attachments	Integration: Must be wearable alongside other PPE such as hard hats, safety glasses, or face shields without breaking the acoustic seal.		
Connectivity	Integrated Two-Way Radio or Bluetooth Interface	Team Coordination: Must enable clear communication with supervisors or team members in high-noise environments without removing protection.		

### LOT 4: Speech-to-text solution/device

Feature	Technical Specs	Accessibility Requirement	Met	Not met
Accuracy Rate	>95% Word Error Rate (WER) in quiet/moderate noise	Documentation: Must accurately transcribe complex professional terminology and industry jargon during meetings.		
Latency	Near-Real-Time Processing (<200ms delay)	Participation: Must provide instant captions to allow the user to respond to questions or follow-up points without awkward pauses.		



Vocabulary Support	Custom Dictionary & Industry-Specific Language Packs	Precision: Must correctly identify and spell technical terms, client names, and acronyms specific to the workplace.		
Speaker ID	Multi-speaker Identification (Diarization)	Context: Must clearly distinguish between different voices in a boardroom setting so the user knows exactly who said what.		
Integration	API/Plugin support for Video Apps & Word Processors	Workflow: Must export transcripts directly into work documents or overlay captions onto Zoom/Teams calls seamlessly.		

### LOT 5: Cochlear implant (device supply only)

This procurement (if called off) covers supply of the cochlear implant device components only (e.g., implant system and external processor kit as specified in the Call-Off Purchase Order). Surgical implantation, hospital charges, clinical procedures, mapping sessions, and long-term clinical rehabilitation services are excluded unless explicitly stated in the Call-Off Purchase Order.

Feature	Technical Specs	Accessibility Requirement	Met	Not met
Processor Compatibility	Latest generation Sound Processor (e.g., Nucleus 8 / Naída CI)	Performance: Must provide the highest possible resolution for speech understanding in complex office acoustics.		
Connectivity	Direct-to-Device Streaming (2.4 GHz / Bluetooth LE)	Digital Access: Must allow direct audio streaming from office phones and computers for clear participation in virtual meetings.		
Electrode Array	Perimodiolar or Slim Straight Array (Site-specific)	Biological Preservation: Must be selected based on the user's anatomy to preserve residual hearing for potential future tech upgrades.		
Reliability Rating	>99% Cumulative Survival Percentage (CSP)	Work Continuity: The internal component must have a proven track record of long-term reliability to avoid unexpected medical leave.		
MRI Safety	1.5T and 3.0T MRI Compatibility (without magnet removal)	Health Readiness: Must allow for standard medical imaging without surgical intervention, ensuring minimal workplace disruption for health checks.		



## LOT 6: Digital Daisy & Audio Access devices

Feature	Technical Specs	Accessibility Requirement	Met	Not Met
Format Support	Education: Specialized navigation (heading to heading) for academic textbooks and literature	Education: Specialized navigation (heading to heading) for academic textbooks and literature.		
Recording	Built-in High-Quality Microphone	Note-taking: Allows students to record lectures and place "bookmarks" for later review.		
Connectivity	Wi-Fi for Online Library Downloads	Access: Direct access to global accessible libraries like Book share or RNIB.		
Media Player Support	DAISY 2.02/3.0, MP3, EPUB, & DOCX support	Information Navigation: Specialized "heading-to-heading" navigation for complex work manuals and textbooks.		
Professional Recording	Built-in High-Quality Mic + External Line-in	Note-taking: Allows recording of meetings and lectures with "voice bookmarks" for instant indexing.		
Online Connectivity	Wi-Fi for direct downloads & Cloud sync	Instant Access: Direct integration with accessible libraries (Bookshare/RNIB) and work-related cloud storage.		
Stand-alone Audio Scanners	Integrated camera with instant OCR (Text-to-Speech)	On-demand Access: Converts physical office mail, memos, or printed reports into audio instantly.		
Tactile Audio Players	High-contrast physical buttons (no touchscreen)	Ease of Use: Specifically designed for users who prefer tactile feedback over gesture-based smartphone apps.		
External Storage Support	SD Card (up to 32GB+) & USB-OTG	Capacity: Stores entire libraries of audiobooks and large work archives for offline use in remote areas.		



**SECTION V: PRICE SCHEDULE FOR FRAMEWORK AGREEMENT.**

Lot No	Item Description & Assistive Features	Unit of Measre	Qty	Delivery Time	Unit Price (Ksh)	Total Price (Incl. VAT)
1	Professional Digital Hearing Aids (BTE/RIC): 12-16 Channels; Dual Bluetooth 5.0; IP68 rated; Adaptive beamforming.	Unit		5-10 Days		
2	Ear Molds & Fitting: Custom earmolds made per user impression; compatible with BTE/RIC fittings; inclusive of verification.	Unit	150	7-14 Days		
3	Hearing Protection (Mufflers): High-attenuation ear defenders; adjustable fit; durable for industrial/workplace daily use.	Unit	150	7-14 Days		
4	Speech-to-Text Solutions: Software/licenses for real-time captioning in interviews and meetings (Excl. ICT hardware).	Unit	19	2-5 Days		
5	Cochlear Implant System: Device supply only; internal implant & external processor kit (Excl. surgery).	Unit	2	20-30 Days		
SUB-TOTAL						
VAT (16%)						
GRAND TOTAL (Ksh)						



## **SECTION VI: Draft Contract Terms (Goods and Related Services)**

The following draft terms are provided for tendering purposes only and shall be finalized at contract award. The Procuring Entity may issue a separate draft contract agreement as Annex E. In the event of any conflict between these draft terms and the finalized Contract Agreement / Framework Agreement, the latter shall prevail.

### **1.0 Parties and Contract Documents**

1.1 Parties. This Contract shall be entered into between inABLE (the “Purchaser/Procuring Entity”) and the successful Tenderer (the “Supplier”).

Contract Documents. The Contract documents shall include (as applicable):

- (a) the signed Contract/Framework Agreement;
- (b) the Letter of Award/Notification;
- (c) the Tender Document (including ITT, TDS, Evaluation Criteria, Schedule of Requirements);
- (d) the Supplier’s accepted Tender (Technical and Financial submissions);
- (e) final price schedules and/or framework unit/ceiling rates;
- (f) the technical compliance matrix and any agreed clarifications;
- (g) call off purchase orders (where a Framework Agreement applies); and
- (h) any addenda/amendments issued prior to award.

### **2.0 Contract Type, Framework Nature, and Scope**

2.1 Framework Agreement (where applicable). Where the award results in a Framework Agreement, the Framework establishes agreed terms, including unit/ceiling rates and minimum technical/service requirements, and the Purchaser may issue call-off purchase orders during the framework term. Quantities are not guaranteed and will be called off as needs arise.

2.2 Non-exclusivity / No minimum commitment (recommended for framework). The Framework Agreement is intended to be nonexclusive and does not create a minimum purchase commitment unless expressly stated in the SCC.

2.3 Scope. The Supplier shall supply, deliver, install/configure (where applicable), train, and support the Goods and Related Services described in the Contract and awarded lot(s), in accordance with agreed specifications, timelines, and service levels

2.4 Assessment driven ordering (AT context). For specialized AT items, call-offs may be issued based on user assessment outcomes and/or fitting/programming requirements, consistent with the Schedule of Requirements and any clinical/specialist obligations stated in the Tender.

### **3.0 Standards, Compliance and Equivalency**



3.1 Compliance with Specifications. The Supplier warrants that all Goods and Related Services supplied under this Contract shall conform to the technical specifications, functional requirements, standards, and evidence requirements stated in the Schedule of Requirements and the accepted compliance matrix.

3.2 Testing/inspection standard. The Purchaser may require tests and/or inspections during manufacturing, delivery, installation/configuration, and commissioning. The Supplier shall cooperate and provide the Purchaser with reports of test/inspection results where required. The Purchaser may reject Goods that fail tests/inspections or do not conform to specifications.

3.3 Regulatory and importation compliance. Where Goods are imported or regulated, the Supplier shall ensure lawful importation, approvals, and compliance with applicable Kenyan requirements (customs, standards, and any required certifications) as applicable.

#### 4.0 Contract Price and Framework Rates

4.1 Contract Price / Unit Rates. The Contract price (or framework unit/ceiling rates) shall be as stated in the Contract Agreement and accepted price schedules, subject only to adjustments expressly provided in the SCC/TDS (if any).

4.2 Inclusive Pricing. Unless otherwise stated in the SCC, prices shall include all costs necessary to deliver and commission the Goods and Related Services, including packaging, transport, insurance, delivery, installation/configuration (where applicable), training, manuals/documentation, taxes and duties.

4.3 No Price Variation (default). Prices shall not be subject to variation during performance unless expressly provided in the SCC/TDS

#### 5.0 Call-Off Orders and Ordering Procedure (Framework)

5.1 Call Off Issuance. Under a Framework Agreement, the Purchaser may issue call-off purchase orders specifying quantities, delivery sites, delivery dates, and any related services required.

5.2 Supplier Confirmation. The Supplier shall confirm acceptance of each call-off order within 2 Business Days and shall deliver within the lead times committed in its Tender and/or SCC.

5.3 Prioritization and multiple suppliers (if applicable). Where the Purchaser appoints multiple suppliers per lot, call-offs may be issued based on value for money, availability, compatibility needs, and delivery/service performance, as stated in the tender documents and framework terms.

#### 6.0 Payment Terms



6.1 Payment Schedule. Payments shall be made in accordance with the SCC payment schedule and subject to submission of valid invoices and supporting documentation.

6.2 Supporting Documents. Supporting documents may include delivery notes, acceptance certificates, serial number lists, installation/configuration reports, training completion reports, and tax invoices.

6.3 Withholding for nonconformance. The Purchaser may withhold payment for disputed or nonconforming items/services pending rectification and acceptance.

6.4 Milestone and call-off basis. For framework call-offs, payments may be processed per call-off based on delivery/acceptance milestones, as specified in the SCC and the call-off purchase order.

#### 7.0 Delivery, Risk and Title

7.1 Delivery. The Supplier shall deliver the Goods to the locations stated in the Contract and/or call-off purchase orders within the agreed timelines.

7.2 Risk. Risk shall pass in accordance with the agreed delivery terms after inspection/acceptance or as stated in the SCC.

7.3 Title. Title to Goods shall transfer to the Purchaser upon full payment or as otherwise stated in the SCC, free of liens/encumbrances.

#### 8.0 Inspection, Testing and Acceptance

8.1 Right to inspect and test. The Purchaser may inspect and test Goods and Related Services on delivery, during installation/configuration, and prior to acceptance.

8.2 Rejection and rectification. The Purchaser may reject Goods or Services that do not conform to specifications or fail inspection/testing. The Supplier shall replace, repair, or rectify at no additional cost within 7 days or as stated in the SCC.

8.3 Acceptance documentation. Acceptance shall be documented through signed acceptance certificates and/or handover records.

8.4 Effect of acceptance. Acceptance shall not relieve the Supplier of warranty obligations or latent defect liability during the warranty period.



## 9.0 Warranty

9.1 Warranty undertaking. The Supplier warrants that all Goods are new, unused, and free from defects in design, materials and workmanship, and fit for intended purpose under normal use conditions at the final destination.

9.2 Warranty period. The warranty period shall be [12months] from delivery and acceptance (or as stated in SCC).

9.3 Warranty remedies. Upon notice of a defect, the Supplier shall, within the period specified in the SCC, repair or replace defective Goods/parts at no cost to the Purchaser, including all transport and service costs necessary to complete the remedy.

9.4 Warranty exclusions. Any exclusions must be expressly stated and shall not unreasonably limit basic warranty obligations.

9.5 Spare parts and support continuity. The Supplier shall maintain access to spare parts/repair parts for 1 year or as specified in the TDS, and shall provide evidence of spare parts availability and support arrangements.

## 10.0 Service Levels Agreements and Support (SLA)

10.1 Service levels. The Supplier shall provide support services according to response and resolution times in the SCC and/or the SLA schedule.

10.2 Support channels and escalation. The Supplier shall maintain adequate technical personnel, escalation procedures, and service channels (remote/onsite) to meet SLA commitments.

10.3 Training and knowledge transfer. The Supplier shall provide initial and refresher training (where applicable) and accessible documentation to enable safe use, basic troubleshooting, and continuity of use.

## 11.0 Delay and Liquidated Damages

11.1 Liquidated damages (public-sector standard). If the Supplier fails to deliver any or all Goods by the delivery date(s), or fails to perform related services within the period specified, the Purchaser may deduct liquidated damages as specified in the SCC, calculated as a percentage of the delivered price of delayed Goods or unperformed Services for each week (or part thereof) of delay, up to the maximum specified in the SCC.



11.2 Termination after maximum. Once the maximum liquidated damages are reached, the Purchaser may terminate the Contract pursuant to the termination clause.

11.3 No prejudice. Liquidated damages shall be without prejudice to other remedies available under the Contract.

#### 12.0 Performance Security (if applicable)

12.1 If required, the Supplier shall provide performance security in the amount, format, and validity period stated in the SCC. The Purchaser may call the security in the event of default as provided in the Contract.

#### 13.0 Subcontracting

13.1 The Supplier shall not subcontract the whole of the Contract.

13.2 Subcontracting may be permitted for specialist tasks (e.g., clinical fitting/programming, specialized repairs) only with the Purchaser's prior written approval.

13.3 The Supplier remains fully responsible for all subcontracted performance and compliance.

#### 14.0 Compliance with Laws and Policies

14.1 The Supplier shall comply with the laws of Kenya and all relevant health, safety, labor, nondiscrimination, data protection, and import/customs requirements applicable to Goods and Services supplied.

14.2 The Supplier shall also comply with Purchaser and donor mandated policies communicated in the Contract, including safeguarding, antibribery/antifraud, and code of conduct obligations.

#### 15.0 Antibribery, Fraud and Conflict of Interest

15.1 The Supplier shall not engage in bribery, fraud, collusion, coercion, or corrupt practices in connection with this Contract.

15.2 The Supplier shall promptly disclose any actual or potential conflict of interest arising during contract performance.

#### 16.0 Confidentiality and Data Protection

16.1 The Supplier shall treat Purchaser information, beneficiary information, technical configurations, and program documentation as confidential except where disclosure is required by law or authorized in writing.

16.2 Where the Supplier processes personal data on behalf of the Purchaser, the parties shall enter appropriate data processing obligations and security measures, and the Supplier shall implement reasonable safeguards consistent with the Purchaser's requirements.



## 17.0 Intellectual Property and Licenses

17.1 Preexisting intellectual property remains with the Supplier or licensors.

17.2 Where software licenses, configuration files, documentation, or training materials are provided, the Supplier shall grant the Purchaser the rights stated in the Contract for lawful use, administration, and support (including rights needed to operate and maintain the solution).

## 18.0 Indemnity and Liability

18.1 The Supplier shall indemnify the Purchaser against third party claims arising from infringement of intellectual property rights or bodily injury/property damage caused by Supplier negligence or willful misconduct.

18.2 Liability caps/exclusions may be set out in the SCC, provided they do not limit liability for fraud, willful misconduct, or obligations that cannot be excluded by law.

## 19.0 Force Majeure

19.1 Neither party shall be liable for failure or delay caused by events beyond reasonable control, provided prompt notice is given and mitigation is undertaken.

19.2 If force majeure materially affects performance for an extended period, parties may agree revised timelines or termination.

## 20.0 Termination

20.1 Termination for default: The Purchaser may terminate for default if the Supplier materially breaches the Contract and fails to cure within 3 days after written notice.

20.2 Termination for convenience: The Purchaser may terminate for convenience on written notice, subject to payment for Goods/Services satisfactorily delivered and accepted to date and reasonable demobilization costs where applicable.

20.3 Supplier termination for nonpayment: The Supplier may terminate for prolonged nonpayment following notice and cure periods, subject to SCC terms.

## 21.0 Dispute Resolution and Governing Law

21.1 The Contract shall be governed by the laws of Kenya.

21.2 Parties shall first seek amicable settlement through good faith negotiation. If unresolved, the dispute resolution mechanism stated in the SCC shall apply (mediation/arbitration and/or competent courts in Kenya)

Special Conditions of Contract (SCC) - To be completed at award



SCC Item	Provision (to be completed)
Contract term	e.g., 12 months from signature or completion plus warranty period
Delivery points	List locations / hubs / counties and contact persons
Delivery timeline	e.g., first delivery within 2 days, full delivery within 30 days
Liquidated damages	e.g., ___% of undelivered lot value per week, capped at ___%
Payment schedule	e.g., 30% on contract signing (if advance allowed and secured), 60% on delivery/installation, 10% on final acceptance
Performance security	e.g., 10% bank guarantee valid through warranty start + 30 days
Warranty period	Minimum ___ months; specify by lot if different
SLA response/resolution	Critical: __ hrs / __ days; Major: __ days; Minor: __ days
Support coverage	On-site and remote support hours, escalation contacts
Insurance requirements	Transit, liability, staff cover (as applicable)
Dispute forum	Arbitration in Nairobi / courts in Kenya (state final position)



## Section VI: Tender Submission Forms and Templates

The following forms should be completed and submitted by Tenderers, as applicable. The Procuring Entity may adapt these forms to its internal templates.

### Form 1: Tender Submission Form

To: inABLE

Tender Reference No.: \_\_\_\_\_

Tender Title: Supply, Delivery, Installation, Configuration, Training and Maintenance of Assistive Technology (AT) Devices and Accessible ICT Solutions

We, the undersigned, hereby submit our tender for the above-referenced tender and confirm that:

- We have examined and understood the tender documents, including all addenda issued.
- We offer to supply the goods and related services in conformity with the tender documents for the prices stated in our Financial Proposal.
- Our tender shall remain valid for the period stated in the Tender Data Sheet.
- We are eligible to participate and have not been debarred or disqualified from participation by any applicable authority known to us.
- We accept the draft contract terms, subject to any clarifications expressly stated in our tender.

Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature/Stamp: \_\_\_\_\_



## Form 2: Tenderer Information Form

Field	Response
Legal name of company	
Registration number	
Year of incorporation	
Country of registration	
Physical address	
Postal address	
Primary contact person	
Telephone	
Email	
Website	
Tax PIN / VAT number	
Nature of business	



Lots of bids s	
Authorized distributor / reseller status (if applicable)	

**Form 3: Joint Venture / Consortium Information (if applicable)**

Entity	Role in Tender	Registration No.	Contact	Signature
Lead Partner				
Partner 1				
Partner 2				

**Form 4: Declarations (Conflict of Interest, Anti-Bribery, Litigation History)**

The Tenderer declares that:

- No actual or potential conflict of interest exists, except those disclosed below.
- The Tenderer has not offered or will not offer any inducement to influence the procurement process.
- The Tenderer is not insolvent, under administration, or subject to legal restrictions that prevent contract performance.
- All information provided in this tender is true and complete to the best of our knowledge.

Disclosures (if any): \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_



**Form 5: Manufacturer Authorization / Distributor Letter (Template)**

This is to certify that \_\_\_\_\_ [Manufacturer] authorizes \_\_\_\_\_

[Tenderer] to quote, supply, install, support and honor warranty obligations for the following

products/models under the above tender: \_\_\_\_\_.

Name/Title (Manufacturer Representative): \_\_\_\_\_

Signature/Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

**Form 6: Technical Compliance Matrix**

Tenderers must complete the Technical Compliance Matrix against each quoted item and indicate 'Comply', 'Partially Comply', or 'Do Not Comply', with references to datasheets and evidence.

**Form 7: Delivery, Installation and Training Plan**

Milestone	Proposed Date	Location	Responsible Person	Remarks
Submission of final implementation plan				
Delivery Batch 1				
Installation/Configuration Batch 1				
User Training Batch 1				
Delivery Batch 2				
Support/Warranty start				



--	--	--	--	--

**Form 8: Service Level and Support Commitment**

Support Category	Response Time	Resolution Time	Support Channel	Coverage Hours
Critical device/service outage				
Major fault affecting use				
Minor issue / user support				
Preventive maintenance visit				

**Form 9: Similar Assignments / Reference List**

Client	Project / Scope	Year	Contract Value	Contact Person and Email/Phone