



**FRAMEWORK AGREEMENT TENDER**

**NUMBER: inABLE/UOP/02/2026-2028**

**SUPPLY OF MOBILITY-RELATED ASSISTIVE DEVICES**

**inABLE**

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

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

**TENDER INVITATION DATE: 3<sup>rd</sup> July 2026 TENDER**

**CLOSING DATE: 20<sup>th</sup> July 2026**

**CLOSING TIME: 12:00 AM LOCAL TIME, NAIROBI**



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

**CONTRACT NAME AND DESCRIPTION: TENDER FOR SUPPLY OF MOBILITY-RELATED ASSISTIVE  
DEVICES (FRAMEWORK AGREEMENT)**

**TENDER NO: inABLE/UOP/01/2026-2028**

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 call off 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: 20<sup>th</sup> July 2026 at 12:00 AM (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.....



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## FRAMEWORK AGREEMENT TENDER

### 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 scope is structured to cover the supply, customization, and maintenance of mobility-related assistive devices, including manual and power wheelchairs, walking aids, and specialized seated mobility solutions. 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, aligned to Annex A (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/02/2026-2028</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 Mobility 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 six (6) Lots:</p> <p><b>Lot 1: Manual Wheelchairs (Basic &amp; Multi-Terrain)</b></p> <p><b>Lot 2: Powered Mobility (Intelligent Wheelchairs)</b></p> <p><b>Lot 3: Smart Rollators (4-Wheeled Walkers)</b></p> <p><b>Lot 4: Walking Aids (Crutches, Canes, &amp; Frames)</b></p> <p><b>Lot 5: Pressure Care &amp; Postural Support</b></p> <p><b>Lot 6: Vocational Prosthetics and Orthotics (P&amp;O)</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       | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ITT 3.1       | inABLE has zero tolerance for Sexual Exploitation, Abuse, and Harassment (SEAH)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ITT 3.2       | inABLE is an equal opportunity organization committed to diversity and inclusion in the workplace and its supply chain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|            |                                                                                                                                                                                                                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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:<br>Email: <a href="mailto:vendors@inable.org">vendors@inable.org</a><br>To reach inABLE not later than <b>7<sup>th</sup> July 2026</b><br>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><br>Tender Publishing Date: <b>3<sup>rd</sup> July 2026 at 5:00 PM</b><br>Deadline for submission: <b>20<sup>th</sup> July 2026 at 12:00 AM</b> |
| ITT 16.3 | Late submissions shall be rejected.                                                                                                                                                                                              |
| ITT 17.1 | Tender Opening Location:<br>AEA Plaza, 3rd Floor, Valley Road, Upper Hill, P.O. Box – 71672-00622<br>00200, Nairobi Physical<br>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 six (6) categories:

Lot 1: Manual Wheelchairs (Basic & Multi-Terrain)

Lot 2: Powered Mobility (Intelligent Wheelchairs)

Lot 3: Smart Rollators (4-Wheeled Walkers)

Lot 4: Walking Aids (Crutches, Canes, & Frames)

Lot 5: Pressure Care & Postural Support

Lot 6: Vocational Prosthetics and Orthotics (P&O)

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 Accessibility & Digital Compliance (ICT-Enabled)

For Lots 2 and 3, failure to provide credible evidence (datasheets/certification) of functional accessibility compliance against KS 2952-1/-2 requirements for all digital interfaces, control systems, and integrated software.

#### 2.2.3 Physical Standards & Serviceability (Non-ICT & Hardware)

For Lots 1, 4, 5, and 6 (and the physical chassis of Lots 2 and 3), failure to demonstrate:

- Standard Alignment: Compliance with WHO Assistive Technology Guidelines and relevant ISO standards for stability and safety.
- Durability: Suitability for the intended environment (e.g., rugged/multi-terrain capability for Lot 1).
- Local Support: Evidence of locally accessible repair parts, battery/motor service pathways (for Lot 2), and a feasible after-sales maintenance plan for the location of use.

#### 2.2.4 Warranty Minimums

Failure to meet the 1-year on-site warranty (or other minimums stated in the TDS) for all hardware lots.

#### 2.2.5 Format Compliance

Failure to submit a completed Price Schedule (Annex A) 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 (Mobility Focus)                                                                                                                                                  |
|-----|-------------------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Technical Compliance & Lot Specifications | 25     | Extent of compliance with physical specs (weight capacity, battery range, terrain rating). Quality of ISO 7176 (wheelchairs) or ISO 11199 (walkers) certifications and datasheets. |
| 2   | Accessibility & Hardware Interoperability | 20     | KS 2952 Compliance for digital controllers/displays (Lots 2 & 3). Compatibility with AAC (Augmentative and Alternative Communication) mounts, Bluetooth mouse-emulation.           |
| 3   | Logistics, Assembly & Commissioning       | 15     | Delivery plan for bulky hardware, on-site assembly, clinical fitting/adjustment for the user, asset tagging, and functional acceptance testing.                                    |
| 4   | Warranty, Maintenance & Local Support     | 15     | Local spare parts availability (tires, batteries, motors), SLA for repairs, and a 12-month preventive maintenance plan for powered units.                                          |
| 5   | Relevant Experience & References          | 10     | Evidence of supplying mobility aids to NGOs, hospitals, or government inclusive programs. Experience in large-scale distribution of medical hardware.                              |
| 6   | Technical Team & Clinical Staff           | 10     | Availability of Physiotherapists/Occupational Therapists for fittings, and certified technicians for mechanical/electrical repairs of powered mobility.                            |
| 7   | User Training & Accessible Manuals        | 5      | Plan for safe-use training, maintenance checklists for users, and User Manuals provided in accessible formats (Large Print/Braille/Digital).                                       |

## 5.0 Stage 3 — Product Demonstrations and Sample Verification

### 2.5.1 Right to Request Samples

Where stated in the tender documents or requested in writing during evaluation, Tenderers shall be required to provide physical product samples, remote demonstrations, or compatibility proof within the timeframe set by the Procuring Entity (typically 48–72 hours).

### 2.5.2 Demonstration Scope per Lot

Verification during the evaluation may include, but is not limited to:

- HMI & Digital Control Accessibility (Lots 2 & 3):
- Live demonstration of control interface accessibility (joystick/touchscreen), including high-contrast display visibility and KS 2952-1/-2 conformance for embedded menus or mobile app controllers.



- Verification of auditory or haptic feedback (e.g., voice alerts or handle vibrations) for battery status, speed levels, and safety warnings.
- Physical Interoperability & Connectivity (Lots 2, 3, & 6):
- Demonstration of Bluetooth multi-channel switching, allowing the mobility device controller (e.g., wheelchair joystick) to operate external ICT hardware or AAC (Augmentative and Alternative Communication) devices.
- Verification of mounting compatibility for specialized peripherals, postural supports (Lot 5).
- Mechanical Responsiveness & Safety (All Lots):
- Hands-on verification of braking responsiveness, turning radius, and stability on standardized inclines (as per WHO guidelines).
- Verification of tactile adjustment mechanisms (e.g., tool-free height adjustment, folding latches, and pressure-relief seating responsiveness).
- Smart Navigation & Sensory Performance (Lots 2 & 3):
- Live test of obstacle detection and avoidance systems, ensuring real-time sensor intervention and user-alert accuracy in diverse lighting or floor surfaces.

#### 2.5.3 Failure to Comply

Failure to provide samples or conduct a successful demonstration that meets the "Critical Requirements" shall result in disqualification or a zero-score for the affected line items or Lot.

## 2.6 Stage 4 — 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 5 — 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: Manual Wheelchairs (Basic & Multi-Terrain)

| Feature    | Technical Specs                                   | Accessibility Requirement                                                                      | Met | Not Met |
|------------|---------------------------------------------------|------------------------------------------------------------------------------------------------|-----|---------|
| General    |                                                   |                                                                                                |     |         |
| Variants   | Standard Basic, All-Terrain, & Cross-Terrain      | WHO Priority APL: Must offer tailored frames for stable indoor use or rugged outdoor mobility. |     |         |
| Frame      | Reinforced Aluminum or Chrome Steel               | ISO 7176 compliant; durable but light enough for independent transport.                        |     |         |
| Tyres      | Solid PU (Basic) / Pneumatic Knobby (All-Terrain) | Puncture-proof for urban use; high-traction for rural/unpaved paths.                           |     |         |
| Dimensions | 16"/18"/20" Seat Width Options                    | Ensures proper postural fit and prevents secondary musculoskeletal issues.                     |     |         |
| Service    | Locally Sourced Bearings & Casters                | Minimizes downtime; parts must be swappable by local technicians.                              |     |         |

### LOT 2: Powered Mobility (Intelligent Wheelchairs)

| Feature    | Technical Specs                | Accessibility Requirement                                                | Met | Not Met |
|------------|--------------------------------|--------------------------------------------------------------------------|-----|---------|
| Drive      | Mid-wheel or Rear-wheel Drive  | Precision indoor maneuvering for users with limited upper-body strength. |     |         |
| Controller | Programmable Joystick with LCD | Speed/torque adjustment to match the user's reaction time and safety.    |     |         |



|             |                                        |                                                                                                |  |  |
|-------------|----------------------------------------|------------------------------------------------------------------------------------------------|--|--|
| Batteries   | Dual 12V 55Ah+ (Deep Cycle)            | Supports long-range mobility (20km+); must be standard lead-acid or gel for local replacement. |  |  |
| Integration | Bluetooth "Mouse Click" Interface      | Allows joystick to act as a cursor for Laptop or Smartphone.                                   |  |  |
| Climbing    | 10° Gradient / 50mm Obstacle Clearance | Safe navigation of ramps and standard curb transitions.                                        |  |  |

### LOT 3: Smart Rollators (4-Wheeled Walkers)

| Feature     | Technical Specs               | Accessibility Requirement                                                       | Met | Not Met |
|-------------|-------------------------------|---------------------------------------------------------------------------------|-----|---------|
| Brakes      | Loop-lock Hand Brakes         | High-visibility handles; light-touch engagement for users with arthritis.       |     |         |
| Seat/Rest   | Padded Seat with Backrest Bar | Provides an immediate resting point for users with fatigue or heart conditions. |     |         |
| Wheels      | 8" non-marring wheels         | Large enough for outdoor sidewalk cracks; leaves no marks on indoor floors.     |     |         |
| Portability | One-hand Folding Mechanism    | Collapses to <25cm width for storage in small vehicles or under desks.          |     |         |

### LOT 4: Walking Aids (Crutches, Canes, & Frames)

| Feature     | Technical Specs                    | Accessibility Requirement                                                     | Met | Not Met |
|-------------|------------------------------------|-------------------------------------------------------------------------------|-----|---------|
| Crutches    | Elbow/Axillary with Shock Absorber | Reduces impact on wrists and shoulders during long-term use.                  |     |         |
| White Canes | Folding Graphite (Reflective)      | Lightweight for blind users must include high-sensitivity ceramic/nylon tips. |     |         |



|        |                                     |                                                                               |  |  |
|--------|-------------------------------------|-------------------------------------------------------------------------------|--|--|
| Frames | Reciprocal Folding Walkers          | Mimics natural gait; assists users with significant balance impairments.      |  |  |
| Tips   | Heavy-duty Non-slip Rubber Ferrules | ISO standard sizing to ensure replacements are available at local pharmacies. |  |  |

### LOT 5: Pressure Care & Postural Support

| Feature         | Technical Specs                         | Accessibility Requirement                                                                           | Met | Not Met |
|-----------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------|-----|---------|
| Cushion         | High-density Foam + Gel or Air-cell     | WHO Standard: Essential for users with impaired sensation to prevent development of pressure sores. |     |         |
| Cover           | Incontinence-proof, 2-way Stretch       | Reduces shear forces on skin while being easy to sanitize.                                          |     |         |
| Back Support    | Lateral Trunks & Lumbar Contours        | Provides stability for users with scoliosis or low trunk muscle tone/control.                       |     |         |
| Ripple Mattress | Alternating Pressure Overlay (Electric) | Automated pressure redistribution for non-ambulatory users during sleep.                            |     |         |

### LOT 6: Vocational Prosthetics and Orthotics (P&O)

| Feature (Device)                 | Technical Specs                                                                                      | Accessibility Requirement                                                     | Met | Not Met |
|----------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----|---------|
| 3D-Printed Below-Knee Prosthesis | High-strength medical-grade filament; modular titanium/aluminum pylon; energy-return SACH foot.      | Lightweight design (<1.5kg) to reduce fatigue during 8-hour work shifts.      |     |         |
| 3D-Printed Above-Knee Prosthesis | Four-bar linkage or manual lock knee; adjustable socket via digital scanning; ISO 10328 load-tested. | Tool-free lock/unlock mechanism for sitting and standing transitions at work. |     |         |



|                                    |                                                                                                         |                                                                                        |  |  |
|------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--|--|
| Long-leg Caliper (KAFO)            | Double-bar aluminum uprights; drop-ring knee locks; high-density polyethylene (HDPE) thigh/calf cuffs.  | Adjustable tension straps to accommodate varying limb swelling throughout the day.     |  |  |
| Short-leg Caliper (AFO)            | Semi-rigid custom-molded thermoplastic; posterior leaf spring design for foot-drop correction.          | Low-profile trim lines to allow compatibility with standard safety/formal footwear.    |  |  |
| Industrial Orthopedic Boots        | Steel-toe (EN ISO 20345); oil/acid resistant anti-slip sole; removable extra-depth orthopedic insole.   | Wide-tongue opening for easy donning over AFOs or prosthetic feet.                     |  |  |
| Medical Walker Boot                | Pneumatic air-cell system; rocker-bottom sole for natural gait; shock-absorbing moisture-wicking liner. | Integrated pump for user-controlled compression adjustments without removing the boot. |  |  |
| 3D-Printed Upper Limb (Vocational) | Body-powered cable system or myoelectric; interchangeable terminal devices (hooks/grippers).            | Quick-release wrist unit for rapid switching between different vocational tools.       |  |  |
| Prosthetic Liners & Sleeves        | Medical-grade silicone or TPE; hypoallergenic; 3mm-6mm uniform or tapered thickness.                    | Friction-reducing outer coating to enable independent dressing/donning.                |  |  |
| Residual Limb Management Kit       | Multi-ply (1, 3, 5 ply) cotton/nylon socks; graduated compression shrinkers.                            | Color-coded stitching for easy ply identification by the user.                         |  |  |
| Maintenance & Fitting Service      | Professional clinical alignment; 12-month structural warranty; 24-hour repair turnaround clause.        | On-site or mobile clinic access to prevent prolonged absence from employment.          |  |  |

## SECTION V: PRICE SCHEDULE FOR FRAMEWORK AGREEMENT.

| Item No | Item Description & Assistive Features                                                     | Unit of Measure | Quantity | Delivery Time | Unit Price (Ksh) | Total Price (Incl. VAT) | Technical Compliance (Yes/No) |
|---------|-------------------------------------------------------------------------------------------|-----------------|----------|---------------|------------------|-------------------------|-------------------------------|
| 1.      | Manual Wheelchairs: (Standard, All-Terrain, & Cross-Terrain variants); WHO APL compliant. | Unit            | 70       | 1-5 Days      |                  |                         |                               |
| 2.      | Powered Wheelchairs: Bluetooth-enabled joystick, dual 55Ah batteries, programmable        | Unit            | 3        | 1-5 Days      |                  |                         |                               |
| 3.      | Smart Rollators: 4-wheeled, loop-lock brakes, padded seat, one-hand folding.              | Unit            | 8        | 1-5 Days      |                  |                         |                               |
| 4       | Walking Aids: Adjustable Crutches (Shock-absorbing) and Folding White Canes.)             | Unit            | 20       | 2-3 days      |                  |                         |                               |
| 5       | Pressure Care: High-density Gel/Air cushions & Alternating Pressure Mattresses.           | Unit            | 20       | 2-3 Day       |                  |                         |                               |
| 6       | Transfer Devices: Hydraulic Patient Lifts and Low-friction Sliding Boards.                | Unit            | 10       | 2-3 Day       |                  |                         |                               |
|         | Training & Installation: User orientation on mobility & digital assistive features        | Session         | 1        | To be advised |                  |                         |                               |
|         | SUB-TOTAL                                                                                 |                 |          |               |                  |                         |                               |
|         | VAT (16%)                                                                                 |                 |          |               |                  |                         |                               |
|         | GRAND TOTAL                                                                               |                 |          |               |                  |                         |                               |

## 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 [\_12\_ months] 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 thirdparty 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<br>(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 |
|--------|-----------------|------|----------------|--------------------------------|
|        |                 |      |                |                                |
|        |                 |      |                |                                |
|        |                 |      |                |                                |
|        |                 |      |                |                                |