



UNIVERSITY OF NAIROBI
P. O. BOX 30197-00100
NAIROBI

www.uonbi.ac.ke

OPEN TENDER

**TENDER DOCUMENT FOR TWO (2) YEAR FRAMEWORK
AGREEMENT**

TENDER NUMBER: UON/ONT/05/2023-2024

**TENDER NAME: SUPPLY AND DELIVERY OF MEDICAL DRUGS,
CONSUMABLES, SURGICAL APPLIANCES AND EQUIPMENTS**

DATE OF NOTICE: 19th March 2024

CLOSING DATE: 11th April 2024 AT 10.30 AM

INVITATION TO TENDER

PROCURING ENTITY: UNIVERSITY OF NAIROBI

CONTRACT NAME AND DESCRIPTION: SUPPLY AND DELIVERY OF MEDICAL DRUGS, SURGICAL APPLIANCES, EQUIPMENTS AND CONSUMABLES

1. The University of Nairobi (UON) invites sealed tenders from eligible candidates for the **Supply and Delivery of Medical Drugs, Consumables, Surgical Appliances and Equipment for a period of Two Years (24 months)** subject to satisfactory performance during the first 12 months.
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Tenders will be awarded on basis of Framework Agreement.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office **hours 0900 to 1600 hours** at the address given below.
4. A detailed tender notice and a complete set of tender documents may be obtained by interested tenderers from the University website: www.uonbi.ac.ke or PPIP portal: www.tenders.go.ke free of charge. Bidders are encouraged to download tender documents.
5. All interested bidders are required to continually check the University website: www.uonbi.ac.ke or PPIP portal: www.tenders.go.ke for any tender addenda or clarifications that may arise before the submission date.
6. The Bidders shall chronologically serialize all pages of the bid documents submitted. (All pages including any attachments should be **PAGINATED**)
7. All Tenders must be accompanied by a **Tender Security of Kshs. 100,000.00 (One Hundred Thousand Kenya Shillings)** in the form of a Bank Guarantee or Insurance Bond from Insurance Company approved by the IRA valid for 170 days from tender opening date.
8. Completed tenders must be delivered *in the tender box located at the University of Nairobi, Administration Block on Ground Floor* on or before **THURSDAY, 11th APRIL 2024 at 10:30 am**. Electronic Tenders will not be permitted.
9. Opening of the bid documents will be done immediately after the deadline date or times specified later in the presence of applicants or their representatives who choose to attend at the address given below.
10. Late tenders will be rejected.
11. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

University of Nairobi

P.O Box 30197 - 00100 NAIROBI
Administration Block, 3rd Floor
Tel: +254 (020) 4943082
Email: directorsupplychain@uonbi.ac.ke

B. Address for Submission of Tenders

1. Name of Procuring Entity: **University of Nairobi**
2. Postal Address: **P.O Box 30197 - 00100 Nairobi**
3. Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Address to:

**The Vice Chancellor,
University of Nairobi
P.O Box 30197 - 00100 Nairobi
Email: directorsupplychain@uonbi.ac.ke**

Tender Box located on the Ground Floor, Administration Block, Main Campus along University Way

Bulky tenders which will not fit in the tender box shall be delivered to the Supply Chain Management Services Directors Office, 3rd floor Administration Block.

C. Address for Opening of Tenders

1. Name of Procuring Entity: **University of Nairobi**
2. Physical address for the location **Procurement Boardroom, 3 Floor main campus**

**The Vice Chancellor,
University of Nairobi
P.O Box 30197 - 00100,
Nairobi
Procurement Boardroom, 3 Floor main campus
Email: directorsupplychain@uonbi.ac.ke**

University of Nairobi reserves the right to accept or reject any bid and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

**VICE CHANCELLOR
UNIVERSITY OF NAIROBI**

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A. General Provisions

1 Scope of Tender

- 1.1. The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.
- 1.2. Throughout this tendering document:
 - a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the context so requires, “singular” means “plural” and vice versa;
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays and weekends.

2 Fraud and Corruption

- 2.1. The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings
- 2.2. The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3. Unfair Competitive Advantage - Fairness and transparency in the tender process requires that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data **Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3 Eligible Tenderers

- 3.1. A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (spouses, children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.

- 3.2. Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
 - a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same - representative or ownership as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who:
 - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
 - ii. Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 3.4. A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

- 3.5. A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 3.7. A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke.
- 3.8. Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) A legal public entity of the state Government and/or public administration, (ii) Financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) Operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 3.9. Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 3.11. Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS

- 3.12. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13. A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term “goods” includes drugs, medical consumables, surgical items, theatre items, commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) Motor vehicles, plant and equipment which are assembled in Kenya;
 - b) Furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) Goods manufactured, mined, extracted or grown in Kenya.
- 4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

B. Contents of Request for Tenders Document

5 Sections of Tendering Document

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

- 5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 5.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6 Clarification of Tendering Document

- 6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 6.2 The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

- 6.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 6.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7 Amendment of Tendering Document

- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
- 7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8 Cost of Tendering

- 8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9 Language of Tender

- 9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10 Documents Comprising the Tender

- 10.1 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
 - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
 - d) Alternative Tender: if permissible, in accordance with ITT12;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to

- commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
 - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
 - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
 - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
 - j) Any other document required in the TDS.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11 Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

12 Alternative Tenders

12.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

13 Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to

adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
 - i. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the TDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii. any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii. 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;
 - ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their 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 of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

- ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii. Any sales and other taxes levied in Kenya which will be payable 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 their final destination (Project Site) specified in the TDS.
- d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

- 14.1 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 14.2 The Tenderer shall quote in Kenya shillings. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 14.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 15.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 15.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the Procuring Entity.
- 15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and

not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16 Documents Establishing the Eligibility and Qualifications of the Tenderer

16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

16.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

- a) That, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
- b) That, if required in the TDS, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) That the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17 Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

17.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) In the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;
- b) In the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18 Tender Security

- 18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 18.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i. Cash;
 - ii. A bank guarantee;
 - iii. A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv. A letter of credit; or
 - v. Guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 18.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 18.5 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 18.6 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 18.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity

specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or

b) if the successful Tenderer fails to:

- i. sign the Contract in accordance with ITT 45; or
- ii. Furnish a Performance Security in accordance with ITT 46.

18.9 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.

18.11 A tenderer shall not issue a tender security to guarantee itself.

19 Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “**ORIGINAL.**” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them “**COPY.**” In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 Tenderers shall mark as “**CONFIDENTIAL**” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each member’s legally authorized representatives.

19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a

single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope or package or container marked “**ORIGINAL**”, all documents comprising the Tender, as described in ITT 11; and in an envelope or package or container marked “**COPIES**”, all required copies of the Tender.

20.2 The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

- a) Specify in the TDS where such documents should be received.
- b) Maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

20.4 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21 Deadline for Submission of Tenders

21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Tenders

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23 Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not

require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.2 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24 Tender Opening

24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

24.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

- 24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.
- 24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) Number of pages of each tender document submitted.
- 24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25 Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26 Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

26.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27 Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28 Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29 Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall

rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30 Arithmetical Errors

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

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31 Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified in the TDS.

32 Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) Motor vehicles, plant and equipment which are assembled in Kenya;
- b) Furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) Goods manufactured, mined, extracted or grown in Kenya.

32.3 A margin of preference shall not be allowed unless it is specified so in the TDS

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the TDS. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33 Evaluation of Tenders

33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tender documents; and
- b) The lowest evaluated price.

33.2 Price evaluation will be done for Items (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) Any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

33.5 The Procuring Entity's evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if

the contract is awarded to the Tenderer;

- 33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34 Comparison of Tenders

- 34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35 Abnormally Low Tenders

- 35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36 Abnormally High Tenders

- 36.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 36.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the

reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37 Post-Qualification of the Tenderer

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38 Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) The lowest evaluated price.

39 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40 Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41 Procuring Entity's Right to Vary Quantities at Time of Award

41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.

42 Notice of Intention to enter into a Contract

42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43 Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44 Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the

letter.

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.
- 47.3 Performance security shall not be required for a contract, if so specified in the TDS.

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:
 - a) name and address of the Procuring Entity;
 - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) the name of the successful Tenderer, the final total contract price, the contract duration.
 - d) dates of signature, commencement and completion of contract;
 - e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49 Procurement Related Complaints and Administrative Review

- 49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 49.2 A request for administrative review shall be made in the form provided under contract forms.

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>The reference number of the Invitation for Tenders is: UON/ONT/05/2023-2024</p> <p>The Procuring Entity is: UNIVERSITY OF NAIROBI</p> <p>The name of the Contract is: SUPPLY AND DELIVERY OF MEDICAL DRUGS, CONSUMABLES, SURGICAL ITEMS AND MEDICAL EQUIPMENTS</p> <p>The number and identification of (contracts) comprising this Invitation for Tenders is: NONE.</p>
ITT 2.3	<p>The Information made available on competing firms is as follows: N/A</p> <p>The firms that provided consulting services for the contract being tendered for are: N/A</p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
ITT 3.7	A list of debarred firms and individuals is available on the PPRAs website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be registered with: For PART 1: Pharmacy and Poisons Board
B. Contents of Tendering Document	
ITT 6.1	<p>a) Address where to send enquiries is directorsupplychain@uonbi.ac.ke to reach the Procuring Entity 7 DAYS BEFORE CLOSING DATE.</p> <p>b) The Procuring Entity publish its response at the website www.uonbi.ac.ke</p> <p>c) The Procuring Entity shall also promptly publish response at the website www.ppip.go.ke</p>
ITT 6.2	A pre-tender conference will NOT BE HELD
ITT 6.3	The questions to reach the Procuring Entity not later than- 7 DAYS BEFORE CLOSING DATE
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the website N/A
C. Preparation of Tenders/	
ITT 10 (j)	<p>The Tenderer shall submit the following additional documents in its Tender: FOR PART 1 ONLY-</p> <p>a) Current Premises License from Pharmacy and Poisons Board</p> <p>b) Pharmacist superintendent Current Annual practicing license by Pharmacy and Poisons Board</p>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 12.1	Alternative Tenders SHALL NOT BE considered.
ITT 13.5	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract unless where allowed under PPADA, 2015.
ITT 13.8 (a) (i)	Place of final destination: Goods shall be delivered to the University of Nairobi Health Services Medical Stores
ITT 14.2	Foreign currency requirements NOT ALLOWED.
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
ITT 16.2 (a)	Manufacturer's authorization is not required.
ITT 16.2 (b)	After sales service is: NOT REQUIRED
ITT 17.1	The Tender validity period shall be ONE HUNDRED AND FORTY (140) DAYS
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days.
ITT 18.1	A Tender Security of Kshs.100,000 (One Hundred Thousand Kenya Shillings) valid for 170 days shall be required.
ITT 19.1	In addition to the original of the Tender, the number of copies is: Tenderers shall submit ONE (1) ORIGINAL and ONE (1) COPY of the tender document
D. Submission and Opening of Tenders	
ITT 20.3	<p>For Tender submission purposes only, the Procuring Entity's address is: The Vice Chancellor, University of Nairobi P.O Box 30197 - 00100, Nairobi</p> <p>The Tender Box is located on the Ground Floor, Administration Block, Main Campus along University Way</p> <p>A tender package or container that cannot fit in the tender box shall be received as follows: DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES OFFICE 3rd FLOOR Administration Block, Main Campus along University Way</p> <p>All tenders submitted at the address above MUST be recorded in the register</p>
ITT 21.1	<p>The deadline for Tender submission is: Date: 11th APRIL 2024 Time: 10:30 a.m. Tenderers SHALL NOT have the option of submitting their Tenders electronically.</p>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 24.1	The Tender opening shall take place at: Procurement Boardroom, 3rd Floor, Administration block, Main Campus on Thursday 11th April 2024 at 10:30 a.m.
ITT 24.6	The Form of Tender and priced Activity Schedule shall be initialled by four representatives of the Procuring Entity conducting Tender opening. <i>Each Tender shall be initialled by the entire tender opening committee, any modification to the unit or total price shall be initialled by the Representative of the Procuring Entity</i>
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: QUANTIFIABLE NON-MATERIAL NON-CONFORMITIES RELATED TO THE TENDER PRICE SHALL NOT BE RECTIFIED
ITT 31.1	The Tenderer shall quote in Kenya shillings. Foreign currency Requirements is: NOT ALLOWED as per ITT 14.2.
ITT 32.3	A margin of preference and/or reservation SHALL NOT apply and specify the details.
ITT 33.2 (d)	Additional evaluation factors are: N/A
F. Award of Contract	
ITT 41.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 10% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so, required shall be in the sum of N/A
ITT 49.1	The Adjudicator proposed by the Procuring Entity is Nairobi Centre for International Arbitration . The hourly fee for this proposed Adjudicator shall be specified . The biographical data of the proposed Adjudicator is as follows: N/A
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i> Title/position: <i>[insert title/position]</i> Procuring Entity: UNIVERSITY OF NAIROBI</p>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
	<p>Email address: <i>directorsupplychain@uonbi.ac.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the Tendering Documents; and 2. The Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected
- b) be substantially responsive to the tender documents;
- c) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s).

3. Preliminary examination for Determination of Responsiveness

- 3.1 The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

PRELIMINARY EVALUATION

No	Mandatory Requirement	Complied / Not Complied
MR1	Copy of Certificate of Registration/Incorporation.	
MR2	Copy of valid KRA Tax Compliance Certificate.	
MR3	Copy of current certificate of Confirmation of Directors and Shareholding (CR12) (Issued within the last 6 Months to Tender Opening Date)	
MR4	Valid Business Permit from respective County Government	
MR5	Duly filled, signed and stamped Form of Tender.	
MR6	Duly filled, signed and stamped Certificate of Independent Tender Determination	
MR7	Duly filled, signed and stamped Self-Declaration Form that the Person /Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015 (SD1 FORM)	
MR8	Duly filled, signed and stamped Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice. (SD2 FORM)	
MR9	Duly filled, signed and stamped Declaration and commitment to the Code of Ethics Form	
MR10	Duly filled, signed and stamped Confidential Business Questionnaire.	
MR11	Duly Filled, Signed and Stamped Tenderer Information Form	
MR12	Duly filled, signed and stamped Price Schedule Form	
MR13	Tender document should be properly bound and paginated sequentially (1, 2, 3.....)	
MR14	Original Bid Bond of One Hundred Thousand Kenya Shillings (Kshs 100,000.00) and valid for 170 days from date of tender opening (should be denominated in Kenya Shillings, and in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company approved by PPRA	
MR15	Valid pharmacist superintendent Annual practice license by pharmacy and poisons board Note: Tenderers bidding for PART 2 only, shall not be required to meet this requirement.	
MR16	Valid premises registration by Pharmacy and Poisons Board Note: Tenderers bidding for PART 2 only shall not be required to meet this requirement.	
MR17	Must have current wholesale dealer's license from the Pharmacy and Poisons Board. Tenderers bidding for PART 2 only shall not be required to meet this requirement.	

Note: Bidders must meet all the Mandatory requirements to qualify for Technical Evaluation.

TECHNICAL EVALUATION

S/No.	Technical Requirement	MARKS
1.	Provide reference letters from at least five (5) organizations where you have supplied pharmaceutical products (5 marks for each letter)	25
2.	Attach audited financial account for the last three years 2020, 2021 and 2022 duly signed (5 marks for each year.)	15
3.	Attach a copy of bank reference letter stating your credit worthiness	10
	Total	50

NOTE:

- **Only bidders who score 80% (40 Marks) and above will be subjected to product evaluation. Those who score below 80% will be disqualified at this stage from the entire evaluation process and will not be considered further.**
- **The procuring entity reserves the right to verify the authenticity of the documents submitted by the bidders from the organizations referenced. Bidders found to have submitted falsified documents will be disqualified from further evaluation. In addition, applicable sanctions as provided in the law shall be applied.**

PRODUCT EVALUATION

The product evaluation will be done on the sample submitted by the Bidders and will involve the following:

S/No	Item Description	YES/NO
1.	Evaluation of the Physical Properties and presentation of the products - The evaluation will be based on product type, product form i.e. the physical configuration and shape, product ingredients i.e. content, components and composition, measurements i.e. dimension and weight, elasticity where applicable, absorbency where applicable, texture where applicable	
2.	Evaluation of the product packaging based on Good Manufacturing pharmaceutical practices of the particular dosage form and specifications in this Tender document.	
3.	Evaluation of the product labeling criteria based on technical specifications spelt out in this tender document.	
4.	Submission of Acceptable Coded Samples and/or product monographs	

NB: The evaluation will be on a “Yes/No” basis;

Product Category	Product category	Yes/No
Tablet/ capsules	Name & Address of manufacturer clearly indicated	
	Generic/chemical name and strength clearly indicated and matches specification.	
	Product Information on the product and insert is in English	
	Storage conditions are indicated	
	Cautionary statement should be clearly indicated e.g. store away from children	
	Batch No. Manufacturer and Expiry Date clearly indicated in indelible ink	
	Packaging/Closures/seals are tamper, leak-proof and complies with specifications.	
	Applicators where required are provided	
	Product has normal appearance (free from extraneous matter, growth, particles)	
	No uncharacteristic odour	
	Dosage forms are uniform size and shape	
	Tablets are not pitting and are not discoloured	
	Tablet is easily dispersible where applicable	
	Capsules are not Open/broken/Empty, not sticky, not discoloured and are polished.	
Injectables & infusions	Name & Address of manufacturer clearly indicated	
	Generic/chemical name and strength clearly indicated and matches specification.	
	Product Information on the product and insert is in English	
	Storage conditions are indicated	
	Cautionary statement should be clearly indicated e.g. store away from children	
	Batch No. Manufacturer and Expiry Date clearly indicated in indelible ink	
	Packaging/Closures/seals are tamper, leak-proof and complies with specifications.	
	Product has normal appearance (free from extraneous matter, growth, particles)	
	Reconstitution instructions indicated	
	Injection ports comply with aseptic techniques	
	Inject able solutions are clear	
	Ampoules have breakoff necks.	
	Powders are not caked and dissolves uniformly upon reconstitution	
	Vials/Ampuoles should be packed in rigid/reinforced paperboard boxes with separators.	
Syrups/suspension	Name & Address of manufacturer clearly indicated	
	Generic/chemical name and strength clearly indicated and matches specification.	
	Product Information on the product and insert is in English	
	Storage conditions are indicated Cautionary statement should be clearly indicated e.g. store away from children	

Product Category	Product category	Yes/No
	Batch No. Manufacturer and Expiry Date clearly indicated in indelible ink	
	Packaging/Closures/seals are tamper, leak-proof and complies with specifications.	
	Reconstitution instructions indicated where necessary	
	Powders are not caked and dissolves uniformly upon reconstitution	
	Volume matches label claim (liquids) volume	
	For powders for reconstitution the volume level should be indicated /defined	
	Product has normal appearance (free from extraneous matter, growth, particles)	
Topical Ear/eye preparations and inhalers	Name & Address of manufacturer clearly indicated	
	Generic/chemical name and strength clearly indicated and matches specification.	
	Product Information on the product and insert is in English	
	Storage conditions are indicated	
	Cautionary statement should be clearly indicated e.g. store away from children	
	Packaging/Closures/seals are tamper, leak-proof and complies with specifications.	
	Batch No. Manufacturer and Expiry Date clearly indicated in indelible ink	
	Product has normal appearance (free from extraneous matter, growth, particles)	
	Powders are not caked	
	Solutions are clear	
	Ointments and topical powders spread easily and should be grit free.	
	Volume matches label claim (liquids) volume: ml	
	Inhaler devices release the metered dose	
Disinfectants and antiseptic	Name & Address of manufacturer clearly indicated	
	Generic/chemical name and strength clearly indicated and matches specification.	
	Product Information on the product and insert is in English	
	Storage conditions are indicated	
	Cautionary statement should be clearly indicated e.g. store away from children	
	Packaging/Closures/seals are tamper, leak-proof and complies with specifications.	
	Batch No. Manufacturer and Expiry Date clearly indicated in indelible ink	
	Product has normal appearance (free from extraneous matter, growth, particles)	
	Solutions are clear	

Product Category	Product category	Yes/No
	Volume matches label claim (liquids) volume: ml	
	Batch specific certificate of analysis.	

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

Financial Evaluation Criteria

- ✓ Financial evaluation shall involve checking completeness of the price schedule.
- ✓ The lowest evaluated price shall be considered for the award.
- ✓ No correction of Arithmetic errors whatsoever and those deemed as major deviations shall result to disqualification - Sec.82 of PPADA and Sec.88-90 of the Regulations.

2.2.1 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

2.2.2 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g., Performance securities, Payment and delivery schedules).

No	Description	Bidders Response (Agreed/Not in Agreement)
1.	For all firms, all prices must be inclusive of ALL applicable taxes	

2.2.3 Evaluation Criteria (Other Factors) (ITT 33.6)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

Products will be ordered as and when required

b) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.

4. Post-Qualification of Tenderers (ITT 37)

4.1 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

4.2 If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____ [or equivalent].
- ii) Minimum average annual supply turnover of Kenya Shillings _____ [*insert amount, specify a figure about 2.5 times the total Tender price*] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last _____ [insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents

demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[List the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.]

Samples of Experience Requirements:

- i) The Tenderer shall be manufacturing similar Goods for the last ____*(specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured)*.
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least _____*(Insert number)* of contracts of similar Goods in the last _____*(specify number)* each contract costing at least Kenya shillings _____*equivalent* and involving a supply of at least percentage ____*of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.*
- iii) **(Optional)** The installed capacity to manufacture _____*number of items (specify the relevant item number)* shall not be less than _____*units per _____ (specify week or month).*

c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last ____*years*. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

4.3 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer’s Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____
- ii) Minimum average annual supply turnover of Kenya Shillings _____*[insert amount]* or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ____ *[insert of year]* years, divided by *[insert number of years]* years.
- iii) Has satisfactorily and substantially completed at least _____*(specify number)* contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings

_____equivalent.

4.4 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last_____(*specify years*). The required information shall be furnished as per form CON-2].

4.5 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last_____(*specify years*). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

Date of this Tender submission: [Insert date (as day, month and year) of Tender submission]

Tender Name and Identification:

..... [insert identification]

Alternative No.: N/ insert identification No if this is a Tender for an alternative]

To:.....

.....[Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.
or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services];*
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:
Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*
or
Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application

of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period; *[insert day, month and year in accordance with ITP 18.1]*
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.

- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i. Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest.
 - ii. Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - iii. Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv. Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the tenderer:.....
*[insert complete name of the tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the tenderer:
 *[Insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:

 *[Insert complete title of the person signing the Tender]*

Signature of the person named above.....: *[insert signature of person whose name and capacity are shown above]*

Date signed.....
[Insert date of signing] day of [insert month], [insert year]

- *In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.*
- *Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

_____ [Name of Procuring Entity]

for: _____

_____ [Name and number of tender] in response to the request for tenders

made by: _____ [Name of Tenderer]

do hereby make the following statements that I certify to be true and complete in every respect:

I _____ certify, _____ on _____ behalf of _____

_____ [Name of Tenderer]

Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or

- d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I.....
.....of Post Office
Box.....being a resident of
..... in the Republic
of.....do hereby make a statement as follows: -

- 1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/ Director of.....
..... (insert name of the Company)
who is a Bidder in respect of Tender No:.....
.....for.....
.....(insert tender title/description)
for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is disponded to herein above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I..... of P.O. Box..... being a resident of..... in the Republic of do hereby make a statement as follows: -

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (Insert name of the Company) who is a Bidder in respect of **Tender No.....** for..... (Insert tender title/description)for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.
- 3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity).
- 4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
- 5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....
.....(Person on behalf of (*Name of the Business/ Company/Firm*).....

.....
declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:*[insert date (as day, month and year of Tender submission)]*

Tender Name and Identification:.....
*[Insert identification]*

1.	Tenderer’s Name <i>[insert Tenderer’s legal name]</i>
2.	In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i> i. ii.
3.	Tenderer’s actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4.	Tenderer’s year of registration: <i>[insert Tenderer’s year of registration]</i>
5.	Tenderer’s Address in country of registration: <i>[insert Tenderer’s legal address in country of registration]</i>
6.	Tenderer’s Authorized Representative Information Name: <i>[insert Authorized Representative’s name]</i> Address: <i>[insert Authorized Representative’s Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative’s telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative’s email address]</i>
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ✓ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ✓ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. ✓ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ✓ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: i. Legal and financial autonomy ii. Operation under commercial law iii. Establishing that the tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	

General and Specific Details

b) Sole Proprietor, provide the following details.

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

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public

Company _____

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

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

Give details of Directors as follows.

No	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-** Interest of the Firm in the Procuring Entity.
 Are there any person/persons in (Name of Procuring Entity) who has an interest or relationship in this firm? Yes/No.....

(i) If yes, provide details as follows.

No	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full
Name _____

Title or
Designation _____

(Signature)

_____/_____
(Date)

TENDERER’S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[Insert date (as day, month and year) of Tender submission].*

Tender Name and Identification:

1.	Tenderer’s Name: <i>[insert Tenderer’s legal name]</i>
2.	Tenderer’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3.	Tenderer’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4.	Tenderer’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5.	Tenderer’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6.	<p>Tenderer’s JV Member’s authorized representative information</p> <p>Name: <i>[insert name of JV’s Member authorized representative]</i></p> <p>Address: <i>[insert address of JV’s Member authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV’s Member authorized representative]</i></p>
7.	<p>Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <ul style="list-style-type: none"> ✓ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ✓ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We _____ have _____ been _____ informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders N° _____ the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (Kshs.....) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)] _____

FORMAT OF TENDER SECURITY [Option 2-Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [Name of the tenderer](hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents. Sealed with the Common Seal of the said Guarantor this ___ day of __ 20 __.
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) Having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.
 - c) then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]
Guarantor]

[Signature of the

[Witness]

[Seal]

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:.....

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

Dated on day of..... *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date: *[Insert date (as day, month and year) of Tender submission]*

ITT No.: *[Insert number of ITT Process]*

To..... *[Insert complete name of Procuring Entity]* WHEREAS

We..... *[Insert complete name of Manufacturer]*, who are official manufacturers of..... *[Insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[Insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[Insert title]*

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

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behaviour:

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this

Act.

- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "Obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive

levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2: PROCURING ENTITY'S REQUIREMENTS

SECTION V - PROCURING ENTITY'S SCHEDULE OF REQUIREMENTS

The University of Nairobi seeks to procure framework contracts for supply and delivery of Drugs, Medical Consumables, Surgical Items and Medical Equipment on as-and-when required basis for a period of two years.

Documents submitted by bidders offering to supply goods under the contract that the bidders manufacture will be subjected to detailed examination to confirm that the Manufacturer has been licensed by the regulatory authority in the country of manufacture to supply the goods and has a good manufacturing practice (GMP) inspection certificate in line with the World Health Organization (WHO) certification scheme on pharmaceuticals.

Documents submitted by bidders offering to supply goods under the contract that the bidders who do not manufacture or otherwise produce will be subjected to a detailed examination to confirm the following: -

- That the bidder has been duly authorized by a manufacturer of the goods to supply the goods in Kenya.
- That the bidder has a current wholesale dealer's license from the Pharmacy and Poisons Board
- That the bidder's premises have been registered by the Pharmacy and Poisons Board
- That the bidder has a duly qualified and registered superintendent pharmacist.

Bidders should submit samples or Product Monograph that meet technical specifications and representing the products quoted for in all characteristics in original packaging, bearing the original label, package insert and a summary of relevant product characteristics.

Samples must:

- Not be expired within the tender validity period
- be the actual presentation of the product to be supplied
- Have a plain label bearing the tender number and product code as indicated in the price schedule without indication of the bidder's details

The bidders shall note that standards for materials as well as references to brand names or catalogue numbers designated by the bank in its schedule of requirements are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the bank's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications.

PRICE SCHEDULE FORM

PART 1: DRUGS AND MEDICAL CONSUMABLES

NB: Clearly labeled samples must be provided

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
A.	ANALGESICS, ANTIPYRETICS AND ANTI INFLAMMATORY DRUGS					
1.	Aceclofenac 100mg tabs	30				
2.	Aceclofenac 100mg + Paracetamol 500mg tabs	30				
3.	Aceclofenac 100mg +Paracetamol 500mg +Serratiopeptidase 15mg	30				
4.	Aceclofenac 100mg + Paracetamol 500mg + Chlorzoxazone 500mg tabs	30				
5.	Aceclofenac 100mg + Thiocolchicoside 4mg tablets	100				
6.	Allopurinol 100mg tabs	30				
7.	Allopurinol 300mg tabs	30				
8.	Bromelain 1mg + Trypsin 50mg tablets	50				
9.	Celecoxib 200mg caps	10				
10.	Diclofenac Sodium 50mg + Paracetamol 325mg +Chlorzoxazone 250mg tabs	10				
11.	Diclofenac potassium 0.5 mg / oral drop	15 ml				
12.	Diclofenac potassium 9mg/5ml Oral Suspension	100ml				
13.	Dexketoprofen trometamol 25mg tabs	20				
14.	Diclofenac potassium 50mg tabs	100				
15.	Diclofenac sodium 50mg tabs	100				
16.	Diclofenac sodium 75mg SR tabs	30				
17.	Diclofenac sodium 100mg SR tabs	100				
18.	Diclofenac sodium suppositories 50mg	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
19.	Diclofenac sodium suppositories 100mg	10				
20.	Diclofenac sodium inj.75mg per 3ml amp.	10				
21.	Erenumab 70mg injection	1				
22.	Etoricoxib 60mg tabs	30				
23.	Etoricoxib 60mg + Paracetamol 325mg tabs	10				
24.	Etoricoxib 90mg tabs	30				
25.	Etoricoxib 120mg tabs	30				
26.	Febuxostat 40mg tabs	30				
27.	Febuxostat 80mg tabs	30				
28.	Fentanyl 50mcg/ml injection	10				
29.	Flunarizine 10mg tabs	30				
30.	Ibuprofen 100mg/5ml syrup	100 ml				
31.	Ibuprofen 200mg blister Pack tabs	100				
32.	Ibuprofen 400mg blister Pack tabs	100				
33.	Ibuprofen 100mg+Paracetamol 120mg/5ml syrup	100ml				
34.	Ibuprofen 400mg+Paracetamol 325mg tabs	100				
35.	Leflunomide 20mg tabs	100				
36.	Lornoxicam 8mg tabs	10				
37.	Lornoxicam 4mg + Paracetamol 500mg tabs	10				
38.	Lornoxicam 8mg + Thicolchicoside 8mg	30				
39.	Lornoxicam 8mg + Paracetamol 325mg + Chlorzoxazone 500mg tabs	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
40.	Lornoxicam 8mg inj	5				
41.	Mefenamic acid 50mg/ 5ml susp	100 ml				
42.	Mefenamic acid 500mg blister Pack tabs/Caps	100				
43.	Mefenamic acid 250mg + Dicyclomine Hcl 10mg tabs	30				
44.	Meloxicam 7.5mg tabs	30				
45.	Mesalazine 400mg tabs	100				
46.	Mesalazine 800mg tabs	100				
47.	Morphine sulphate 10mg/ml Injection	10				
48.	Paracetamol 120mg /5ml syrup or 125mg/5ml	100ml				
49.	Paracetamol 125mg supp.	10				
50.	Paracetamol 250mg supp.	10				
51.	Paracetamol 300mg + Chlorzoxazone 250mg tabs	10				
52.	Paracetamol 500mg + Phenyephine Hcl 10mg + Chlorpheniramine Maleate 2mg + Caffeine Anhydrous 30mg tabs	20				
53.	Paracetamol 450mg + Codeine phosphate 10mg + Doxylamine succinate 5mg + Caffeine 50mg tabs	18				
54.	Paracetamol 500mg blister Pack tabs	100				
55.	Paracetamol 1000mg effervescent tabs	20				
56.	Paracetamol inj 150mg /ml. I.M	10				
57.	Paracetamol inj. 1g I.V	1				
58.	Pethidine Hydrochloride 50mg/ml inj.	10				
59.	Pethidine Hydrochloride 100mg/ml inj.	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
60.	Tramadol 50mg caps	10				
61.	Tramadol 37.5mg +Paracetamol 325mg caps	30				
62.	Tramadol inj.50mg/ml amp.	5				
63.	S-Etodolac 300mg tablets	30				
64.	S-Etodolac 500mg tablets	30				
65.	S Etodolac 300mg + Paracetamol 500mg tablets	30				
66.	S Etodolac 500mg + Thiocolchicoside + Paracetamol	30				
67.	Sulfasalazine EN 500mg tablets	112				
68.	Solifenac 5mg cap/tab	30				
69.	Solifenac 10mg cap/tab	30				
70.	Sulfasalazine EC 500mg tablets	112				
71.	Orphenadrine Citrate 100mg tablets	20				
72.	Orphenadrine citrate 35mg + Paracetamol 450mg tablets	24				
B.	DRUGS FOR RESPIRATORY DISEASES					
Ba.	Antihistamines					
73.	Cetirizine dihydrochloride 10mg tabs	100				
74.	Cetirizine dihydrochloride 10mg + Pseudoephedrine 120mg tabs	100				
75.	Cetirizine dihydrochloride 5mg/5ml syrup	60 ml				
76.	Chlorpheniramine maleate 4mg tabs	1000				
77.	Chlorpheniramine maleate 2mg/5ml syr.	100ml				
78.	Chlorpheniramine 2mg + Betamethasone 0.25mg tabs	30				
79.	Chlorpheniramine inj. 10mg/ml	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
80.	Desloratadine 5mg tabs	100				
81.	Desloratadine 5mg syrup	150ml				
82.	Ebastine 10mg tabs	10				
83.	Fexofenadine 120mg tab	10				
84.	Fexofenadine 180mg tab	10				
85.	Levocetirizine dihydrochloride 5mg	30				
86.	Montelukast 4mg tabs	28				
87.	Montelukast 5mg tabs	14				
88.	Montelukast 10mg tabs	30				
89.	Montelukast 10mg + Levocetirizine 5mg tabs	30				
90.	Montelukast 4mg + Levocetirizine 2.5mg dispersible tabs	30				
91.	Montelukast 5mg + Rupatadine 5mg tablets	10				
92.	Montelukast 10mg + Rupatadine 10mg tablets	10				
93.	Rupatadine 5mg/5ml syrup	60ml				
94.	Rupatadine 10mg tablets	10				
Bb.	Mucolytics					
95.	Ambroxol HCl 15 mg/5ml liquid	100 ml				
96.	Ambroxol HCl 30mg tabs	20				
97.	Bromohexine HCl 4mg + Pseudoephedrine 15mg/5mls syr.	120mls				
98.	Bromohexine HCl 8mg + Pseudoephedrine 30mg tabs	100				
Bc.	Cough preparations					

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
99.	Chlorpheniramine Maleate 2.5mg + Ammonium Chloride 125mg + Sodium Citrate 55mg syrup or Piriton expectorant	100ml				
100.	Expectorant preparation with salbutamol	100ml				
101.	Expectorant preparation with Terbutaline	100ml				
102.	Expectorant preparation with bronchodilator and mucolytic	100ml				
103.	Expectorant preparation (adult)	100ml				
104.	Expectorant preparation (sugar free)	100ml				
105.	Antitussive with Dextromethopharn preparation	100ml				
106.	Antitussive preparation with Dextromethopharn - sugar free	100ml				
Bd.	Bronchodilators and Nebulizing solutions					
107.	Ipratropium bromide 250mcg/2ml	20				
108.	Ipratropium bromide 500mcg/2ml	20				
109.	Salbutamol 2mg/ml nebuliser solution	1				
110.	Salbutamol 2.5mg + Ipratropium 500 µg/2.5ml solution	1				
111.	Salbutamol 2mg/5ml syrup	100 ml				
112.	Theophylline 200mg SR tabs	10				
113.	Theophylline 400mg SR tabs	10				
Be.	Inhalers/ Nasal sprays					
114.	Budesonide 100µg inhaler	200D				
115.	Budesonide 200µg inhaler	200D				
116.	Budesonide 160µg + Formoterol Fumarate 4.5 µg dry powder turbuhaler	120D				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
117.	Budesonide 200 µg + Formoterol Fumarate 6 µg inhaler	120D				
118.	Budesonide 400 µg + Formoterol Fumarate 6 µg inhaler	120D				
119.	Budesonide 32µg nasal spray	120D				
120.	Budesonide 64µg nasal spray	120D				
121.	Fluticasone furoate 27.5µg nasal spray	120D				
122.	Fluticasone propionate 50µg nasal spray	120D				
123.	Fluticasone furoate100mcg + Vilanterol. 25 mcg inhaler	30D				
124.	Fluticasone furoate 200mcg + Vilanterol 25mcg inhaler	30D				
125.	25% Glucose in Glycerine Nasal drops	10ml				
126.	Liquid Paraffin	50ml				
127.	Mometasone 50µg nasal spray	120D				
128.	Mometasone 50µg + Azelastine 140µg nasal spray	150D				
129.	Mometasone and olopatadine Nasal spray	120D				
130.	Oxymetazoline 1mg/ml (adult) Nasal Spray	10ml				
131.	Oxymetazoline 0.05mg/ml Nasal Spray	10ml				
132.	Salbutamol 100mcg+beclomethasone 50mcg inhaler	200D				
133.	Salbutamol 100mcg inhaler	200D				
134.	Salmeterol 50µg + Fluticasone propionate 250µg accuhaler	60D				
135.	Salmeterol 50µg + Fluticasone propionate 500µg accuhaler	60D				
136.	Salmeterol 25µg + Fluticasone propionate 50µg Evohaler	120D				
137.	Salmeterol 25µg + Fluticasone propionate 125µg Evohaler	120D				
138.	Salmeterol 25µg + Fluticasone propionate 250µg Evohaler	120D				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
139.	Terpineal + Thymol + Pine oil + Cinnamon oil + Chlorbutanol + Menthol inhaler caps	10				
140.	Xylocaine Nasal spray 10%	1				
C.	ANTI-INFECTIVE DRUGS					
Ca.	Antibacterials					
141.	Amoxycillin 125mg/5ml syr.	100ml				
142.	Amoxycillin 250mg (dispersible, scored tablets)	10				
143.	Amoxycillin 250mg/5ml syr.	100ml				
144.	Amoxycillin 250mg blister pack caps	100				
145.	Amoxycillin 500mg blister pack caps	100				
146.	Amoxycillin 125mg + Flucloxacillin 125mg syrup	100ml				
147.	Amoxycillin 250mg + Flucloxacillin 250mg blister pack caps	100				
148.	Azithromycin 200 mg /5ml syr.	15ml				
149.	Azithromycin 200 mg /5ml syr.	30ml				
150.	Azithromycin 500mg tabs	3				
151.	Azithromycin 500mg + Fluconazole 150mg + Ornindazole 750mg	Kit				
152.	Azithromycin 1000mg + Fluconazole 150mg + Secnidazole 1000mg tablets	Kit				
153.	Benzathine Penicillin Inj. 2.4.mega units vial	1				
154.	Cefadroxil 125mg/ 5ml syr.	100ml				
155.	Cefadroxil 250mg/ 5ml syr.	100ml				
156.	Cefadroxil monohydrate 500mg caps	20				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
157.	Cefadroxil monohydrate 1000mg caps	10				
158.	Cefixime 200mg tabs	10				
159.	Cefixime 400mg tabs	10				
160.	Cefixime 100mg/5ml syrup	75ml				
161.	Ceftriaxone inj. 1gm I.V	1				
162.	Ceftriaxone inj. 1gm I.M	1				
163.	Ceftriaxone inj. 500mg I.V	1				
164.	Ceftriaxone inj. 500mg I.M	1				
165.	Cefuroxime axetil 125mg/5ml syr.	50ml				
166.	Cefuroxime axetil 250mg /5ml syr.	50ml				
167.	Cefuroxime axetil 250mg tabs.	10				
168.	Cefuroxime axetil 500mg tabs.	10				
169.	Cephalexin 500mg caps	100				
170.	Cefpodixime 200mg tablets	10				
171.	Ciprofloxacin 500mg tabs.	100				
172.	Clarithromycin 125mg/5ml syrup	100ml				
173.	Clarithromycin 250mg/5ml syrup	100ml				
174.	Clarithromycin 250mg tabs	10				
175.	Clarithromycin 500mg tabs	10				
176.	Clindamycin 300mg caps	16				
177.	Co-Amoxiclav 625mg tabs	14				
178.	Co-Amoxiclav 1gm tablets	14				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
179.	Co-Amoxiclav 228mg/5mls syrup	70 ml				
180.	Co-Amoxiclav 228 (DT, scored) tablets	10				
181.	Co-Amoxiclav 457mg/5mls syrup	70 ml				
182.	Co-Amoxiclav ES 642mg/5mls syrup	70ml				
183.	Co-Amoxiclav inj 600mg	1				
184.	Co-Amoxiclav inj. 1.2g vial	1				
185.	Dapsone 100mg tabs	100				
186.	Doxycycline 100mg blister pack caps	100				
187.	Flucloxacillin 250mg caps	100				
188.	Flucloxacillin 500mg caps	100				
189.	Gentamicin 80mg inj.	10				
190.	Levofloxacin 500mg tabs	10				
191.	Levofloxacin 750mg tabs	10				
192.	Meropenem 1g inj.	1				
193.	Minocycline 100mg caps	28				
194.	Moxifloxacin 400mg tabs	10				
195.	Nitrofurantoin 100mg tabs	1000				
196.	Ofloxacin 200mg tabs	10				
197.	Ofloxacin 200 mg + Ornidazole 500 mg tabs	10				
198.	Penicilin V 250mg tablets	100				
199.	Penicilin V 125mg/5ml syrup	100ml				
200.	Rifaximin 550mg tablets	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
201.	Sulphamethoxazole 200mg + Trimethoprim 40mg /5ml syr.	100 ml				
202.	Sulphamethoxazole 800mg + Trimethoprim 160mg tabs	500				
Cb.	Antimalarials					
203.	Artesunate 30mg vial	3				
204.	Artesunate 60mg vial	3				
205.	Artemether inj. 40mg	6				
206.	Artemether inj. 80mg	6				
207.	Artemisinin 180mg + Lumefantrine 1080mg per 60ml suspension	60 ml				
208.	Artemisinin 20mg + Lumefantrine 120mg dispersible tabs	6				
209.	Artemisinin 20mg + Lumefantrine 120mg tabs	24				
210.	Artemisinin 80mg + Lumefantrine 480mg tabs	6				
211.	Arterolane Maleate 150mg+Piperaquine Phosphate 750mg	3				
212.	Artesunate 100mg + Sulfamethoxyprazine 250mg + Pyrimethamine 12.5mg tabs (Paed)	3				
213.	Artesunate 200mg+Sulfamethoxyprazine 500mg +Pyrimethamine 25mg (Adult).	3				
214.	Dihydroartemisinin 40mg+ piperaquine 320mg (scored) tabs	3				
215.	Hydroxychloroquine 200mg tablets	100				
216.	Proguanil 100mg tabs	100				
217.	Quinine dihydrochloride 600mg inj.	10				
Cc.	Antihelminthics and Antiprotozoals					
218.	Albendazole 400mg syrup	10ml				
219.	Albendazole 400mg tabs	1				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
220.	Diloxanide furoate 125mg + Metronidazole 100mg /5ml syr	100 ml				
221.	Diloxanide furoate 250mg + Metronidazole 200mg tabs	30				
222.	Mebendazole 100mg/ 5ml	30ml				
223.	Mebendazole 500mg tabs	1				
224.	Metronidazole 200mg /5ml syrup	100 ml				
225.	Metronidazole 400mg Blister Pack tabs	100				
226.	Metronidazole 500mg / 100ml infusion	100 ml				
227.	Nitazoxanide 100mg/5ml suspension	30 ml				
228.	Nitazoxanide 500mg tabs	6				
229.	Nitazoxanide 500mg + Ofloxacin 200mg tabs	10				
230.	Ornidazole 500mg tabs	10				
231.	Praziquantel 600mg tabs	4				
232.	Secnidazole 1g tabs	2				
233.	Tinidazole 500mg tabs	4				
Cd.	Antifungals					
234.	Fluconazole 50mg caps	10				
235.	Fluconazole 150mg caps	1				
236.	Fluconazole 200 mg caps	10				
237.	Fluconazole 50mg/5ml suspension.	35 ml				
238.	Griseofulvin 125mg tabs	100				
239.	Griseofulvin 250mg tabs	100				
240.	Griseofulvin 500mg tabs	100				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
241.	Itraconazole 100mg caps	14				
242.	Ketoconazole 200mg tabs	30				
243.	Terbinafine HCl 125mg tabs	14				
244.	Terbinafine HCl 250mg tabs	14				
Ce.	Antivirals and Antiretrovirals					
245.	Acyclovir 200mg tabs	30				
246.	Acyclovir 400mg tabs	30				
247.	Acyclovir 200mg/5ml suspension	100ml				
D	GASTROINTESTINAL DRUGS					
Da.	Anti-ulcers and antispasmodics					
248.	Activated Dimethicone 250mg+Dried Aluminium Hydroxide 500mg+Liquorice + Magnesium Hydroxide tabs blister pack	100				
249.	Antacid with alginic acid suspension	200 ml				
250.	Antacid with alginic acid tablets	30				
251.	Antacid with activated dimethicone or simethicone suspension	200ml				
252.	Dicyclomine 10mg + Simethicone 40mg/ 5mls suspension.	30 ml				
253.	Dicycloverine HCL 20mg +Paracetamol 500mg Tabs	20				
254.	Drotaverine Hcl 40mg tabs	100				
255.	Drotaverine Hcl 80mg + Mefenamic 250mg tabs	30				
256.	Drotaverine 80mg tabs	30				
257.	Esomeprazole 10mg satchets	10				
258.	Esomeprazole 20mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
259.	Esomeprazole 40mg tabs	30				
260.	Esomeprazole 40mg inj. vial	5				
261.	Esomeprazole 20mg + Itopride 150 mg	30				
262.	Esomeprazole 40mg + Itopride 150 mg	30				
263.	Esomeprazole 40mg + Colloidal Bismuth Subcitrate 240mg + Clarithromycin 500mg + Amoxicillin 1g Kit	7				
264.	Esomeprazole 40mg + Colloidal Bismuth Subcitrate 240mg + Levofloxacin 500mg + Amoxicillin 1g Kit	7				
265.	Esomeprazole 20mg + Clarithromycin 500mg + Amoxicillin 1g Kit	7				
266.	Esomeprazole 20mg + Levofloxacin 500mg + Amoxicillin 1g Kit	7				
267.	Hyoscine butylbromide 10mg tabs.	100				
268.	Hyoscine butylbromide 20mg/ ml inj.	1				
269.	Hyoscine butylbromide 5mg/5ml syr.	60ml				
270.	Hyoscine butylbromide 10mg + Paracetamol 500mg tabs.	50				
271.	Itopride 150mg tabs	30				
272.	Lansoprazole 30mg + Clarithromycin 500mg + Tinidazole 500mg Kit	7				
273.	Lansoprazole 30mg + Clarithromycin 500mg + Amoxicillin 1g Kit	7				
274.	Mebeverine 135mg tabs	50				
275.	Mebeverine 200mg SR tabs	30				
276.	Omeprazole 20mg caps	30				
277.	Pancreatin 10,000iu caps OR Creon 10,000	100				
278.	Pantoprazole 40mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
279.	Pantoprazole 40mg inj.	1				
280.	Rabeprazole sodium 20mg tabs	30				
281.	Rabeprazole 20mg inj.	1				
282.	Rabeprazole 20mg + Domperidone 10mg slow release tabs	30				
283.	Rabeprazole 20mg + Itopride 150mg slow release tabs	30				
284.	Simethicone 40mg /ml oral drops	30 ml				
285.	Sucralfate 1g tabs	100				
286.	Sucralfate (500mg/5ml) + Oxetacaine (10mg/5ml) Suspension	100ml				
Db.	Laxatives, antidiarrheals and rehydrants					
287.	Bisacodyl 5mg tabs	30				
288.	Glycerine 1g suppositories	12				
289.	Glycerine 2g suppositories	12				
290.	Glycerine 4g suppositories	12				
291.	Ispaghula husk B.P. 3.5 g satchet	30				
292.	Lactulose 3.3 g /5 ml solution	200 ml				
293.	Loperamide HCl 2mg caps	6				
294.	Sachets ORS + zinc sulphate Co pack	4				
295.	Polyethylene Glycol powder 137.15g sachets	1				
296.	Saccharomyces Boulardiicncm I-745 Probiotics for treatment of diarrhea capsules/sachets	10				
297.	Probiotics for treatment of diarrhea liquid	1				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
298.	H.Pylori Defense Probiotics (60billion cfu+Prebiotics) in capsules form	15				
299.	Sulfolax 7.5mg/ml oral drops	15mls				
300.	Zinc Sulphate dispersible/Chewable 20mg tabs	100				
301.	Zinc Sulphate 20mg/5ml	60ml				
Dc.	Antihemorrhoidal preparations					
302.	Bismuth subgallate 59mg + Bismuth Oxide 24mg + Zinc Oxide 296mg per suppository	12				
303.	Cinchocaine HCl 0.5% + Prednisolone hexanoate 0.19% ointment	30 g				
304.	Cinchocaine HCl 1mg + Prednisolone hexanoate 1.3mg suppository	12				
305.	Hydrocortisone 5 mg + Cinchocaine HCl 5mg per suppository	12				
306.	Hydrocortisone 5 mg + Cinchocaine HCl 5mg per Ointment	15g				
307.	Glycerol, Aqua, Pilecyanidin-I (Extracts of Vitis Vinifera and Vaccinium Macrocarpon), Linum Usitatissimum oil, Mentha Piperita essential oil gel for Hemorrhoids	10				
Dd.	Antiemetics					
308.	Domperidone 10mg tabs	20				
309.	Domperidone 1mg / ml syrup	100 ml				
310.	Doxylamine 10mg + Pyridoxine 10mg tabs	20				
311.	Granisetron 1mg tabs	20				
312.	Granisetron 1mg/5ml inj	30ml				
313.	Mesalazine 400mg tablets	50				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
314.	Metoclopramide 10mg tabs	100				
315.	Metoclopramide inj. 10 mg/ml	1				
316.	Ondansetron inj.2mg/ml	5				
317.	Ondansetron.2mg/ml syrup	30ml				
318.	Ondansetron.4mg tabs	10				
319.	Promethazine 25mg tabs.	100				
320.	Promethazine inj. 25mg/ ml amp.	10				
E.	ALKALINIZERS/ CIRCULATORY AGENTS/ COAGULANTS/ ANTICOAGULANTS					
321.	Cinnarizine 25mg tabs	50				
322.	Betahistine dihydrochloride 8mg tabs	100				
323.	Diosmin 600mg tabs	15				
324.	Diosmin 450mg + Hesperidin 50 mg tabs	30				
325.	Diosmin 900mg + Hesperidin 100 mg tabs	30				
326.	Disodium Hydrogen Citrate 1.37g/5ml	100ml				
327.	Enoxaparin 40mg/0.4ml	2				
328.	Enoxaparin 60mg/0.6ml	2				
329.	Enoxaparin 80mg/0.8ml	2				
330.	Heparin 1000iu/gm gel	30G				
331.	Rivaroxaban 2.5mg tabs	28				
332.	Rivaroxaban 10mg tabs	10				
333.	Rivaroxaban 15mg tabs	14				
334.	Rivaroxaban 20mg tabs	14				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
335.	Tranexamic acid 500mg caps	30				
336.	Tranexamic acid inj. 100mg/ml	5 ml				
337.	Venofer 100mg/5ml inj.	5				
338.	Warfarin 5mg tabs	100				
F.	CARDIOVASCULAR AND ANTILIPID DRUGS					
Fa.	Cardiovascular drugs					
339.	Adrenaline inj. 1mg/ml	2 ml				
340.	Acetylsalicylic acid 75mg tabs	30				
341.	Acetylsalicylic acid 100mg tabs	30				
342.	Acetylsalicylic acid 300mg tabs	30				
343.	Amiloride 5mg + Hydrochlorothiazide 50mg tabs	30				
344.	S-Amlodipine 2.5mg tablets	30				
345.	Amlodipine 5mg tabs	30				
346.	Amlodipine 10mg tabs	30				
347.	Amlodipine 5mg + Atorvastatin calcium 10mg	30				
348.	Amlodipine 5mg + Losartan Potassium 50mg	30				
349.	Amlodipine 5mg + Irbesartan 150mg tabs	28				
350.	Amlodipine 5mg + Irbesartan 300mg tabs	28				
351.	Amlodipine 10mg + Irbesartan 150mg tabs	28				
352.	Amlodipine 10mg + Irbesartan 300mg tabs	28				
353.	Amlodipine 5mg + Valsartan 160mg tabs	30				
354.	Amlodipine 10mg + Valsartan 160mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
355.	Amlodipine 5mg + Valsartan 160mg + Hydrochlorthiazide 12.5mg tabs	30				
356.	Amlodipine 10mg + Valsartan 160mg + Hydrochlorthiazide 12.5mg tabs	30				
357.	Atenolol 50 mg tabs	100				
358.	Atenolol 50 mg + Nifedipine 20mg tablets	30				
359.	Atenolol 100mg tabs	100				
360.	Bisoprolol 5mg	30				
361.	Bisoprolol 10mg	30				
362.	Bisoprolol 5mg + Hydrochlorthiazide 6.25mg	30				
363.	Bisoprolol 10mg + Hydrochlorthiazide 6.25mg	30				
364.	Bosentan 62.5mg	10				
365.	Candestartan 8mg tabs	28				
366.	Candestartan 16mg tabs	28				
367.	Candestartan cilexetil16mg + Hydrochlorthiazide 12.5mg tabs	28				
368.	Captopril 25mg tabs	30				
369.	Carvedilol 3.125mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
370.	Carvedilol 6.25mg tabs	30				
371.	Carvedilol 12.5mg tabs	30				
372.	Carvedilol 25mg tabs	30				
373.	Cilnidipine 10mg +Telmisartan 40mg tablets	28				
374.	Cilnidipine 10mg +Telmisartan 80mg tablets	28				
375.	Cilnidipine 10mg +Telmisartan 40mg+Chlorthalidone 12.5mg tablets	28				
376.	Cilnidipine 10mg +Telmisartan 80mg+ Chlorthalidone 12.5mg tablets	28				
377.	Chlorthalidone 12.5mg tablets	30				
378.	Chlorthalidone 25mg tablets	30				
379.	Clopidogrel 75mg tabs	30				
380.	Digoxin 0.25mg tabs	500				
381.	Enalapril 10mg tabs	30				
382.	Enalapril 20mg tabs	30				
383.	Eplerenone 25mg	28				
384.	Eplerenone 50mg	28				
385.	Felodipine 2.5mg tabs	30				
386.	Felodipine 5mg tabs	30				
387.	Felodipine 10mg tabs	30				
388.	Frusemide 40mg tabs	30				
389.	Frusemide Inj. 20mg /ml amp.	5				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
390.	Hydrallazine 20mg tabs	30				
391.	Hydrochlorthiazide 12.5mg	100				
392.	Hydrochlorthiazide 25mg	100				
393.	Indapamide 1.5mg SR tabs (NatriliX)	30				
394.	Indapamide 1.5mg SR tabs (Generic)	30				
395.	Indapamide 1.5mg + Amlodipine 5mg tabs	30				
396.	Indapamide 1.5mg + Amlodipine 10mg tabs	30				
397.	Irbesartan 150mg tabs	30				
398.	Irbesartan 300mg tabs	30				
399.	Irbesartan 150mg + Hydrochlorothiazide 12.5mg tabs	30				
400.	Irbesartan 300mg + Hydrochlorothiazide 12.5mg tabs	28				
401.	Isosorbide mononitrate 10mg tablets	30				
402.	Ivabradine 5mg tabs/caps	56				
403.	Labetolol inj	5				
404.	Labetolol 100mg tabs	30				
405.	Lisinopril 10mg tabs	30				
406.	Lisinopril 20mg tabs	30				
407.	Losartan 50mg tabs	30				
408.	Losartan 50mg + Amlodipine 5mg tabs	30				
409.	Losartan 50mg + Amlodipine 5mg + Hydrochlorothiazide 12.5mg tabs	30				
410.	Losartan 50mg + Hydrochlorothiazide 12.5mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
411.	Metolazone 2.5mg tablets	30				
412.	Metolazone 5mg tablets	30				
413.	Metoprolol 50mg tablets	30				
414.	Methyldopa 250mg tabs	30				
415.	Methyldopa 500mg tabs	30				
416.	Nebivolol 2.5mg tabs	30				
417.	Nebivolol 5mg tabs	30				
418.	Nebivolol 5mg + Amlodipine 5mg tabs	30				
419.	Nebivolol 5mg + S-Amlodipine 2.5mg tabs	30				
420.	Nebivolol 5mg +Hydrochlrothiazide 12.5mg tabs	30				
421.	Nebivolol 5mg + Amlodipine 5mg + Hydrochlrothiazide 12.5mg tabs	30				
422.	Nifedipine 20mg retard tabs	100				
423.	Nifedipine LA 30mg tabs	30				
424.	Perindopril erbumine 5mg tabs	30				
425.	Perindopril 5mg + Amlodipine 5mg tabs	30				
426.	Perindopril 10mg + Amlodipine 5mg tabs	30				
427.	Perindopril 5mg + Amlodipine 10mg tabs	30				
428.	Perindopril 10mg + Amlodipine 10mg tabs	30				
429.	Perindopril erbumine 5mg + Indapamide 1.25mg tabs	30				
430.	Perindopril erbumine 10mg + Indapamide 2.5mg tabs	30				
431.	Perindopril 5mg + Indapamide 1.25mg + Amlodipine 5mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
432.	Perindopril 5mg + Indapamide 1.25mg + Amlodipine 10mg tabs	30				
433.	Perindopril 10mg + Indapamide 2.5mg + Amlodipine 5mg tabs	30				
434.	Perindopril 10mg + Indapamide 2.5mg + Amlodipine 10mg tabs	30				
435.	Propranolol 40mg tabs	100				
436.	Ramipril 2.5mg tabs	30				
437.	Ramipril 5mg tabs	30				
438.	Ramipril 5mg tabs + Hydrochlorothiazide 25mg tabs	30				
439.	Ranolazine 375mg tablets	30				
440.	Regorafenib 40mg tablets	28				
441.	Sacubitril 24mg + Valsartan 26mg tablets or Uperio 50mg	30				
442.	Sacubitril 48.6mg + Valsartan 51.4mg tablets or Uperio 100mg	30				
443.	Spirolactone 25mg tabs	100				
444.	Spirolactone 100mg tabs	30				
445.	Tadalafil 5mg tabs	30				
446.	Tadalafil 5mg + Tamsulocin 0.4mg tabs	30				
447.	Tadalafil 20mg tabs (Generic)	2				
448.	Tadalafil 20mg tabs (Cialis)	4				
449.	Telmisartan 40 mg tabs	30				
450.	Telmisartan 80 mg tabs	30				
451.	Telmisartan 40 mg + Amlodipine 5mg tabs	28				
452.	Telmisartan 40 mg + Amlodipine 10mg tabs	28				
453.	Telmisartan 80 mg + Amlodipine 5mg tabs	28				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
454.	Telmisartan 80 mg + Amlodipine 10mg tabs	28				
455.	Telmisartan 40 mg + Amlodipine 5mg + Chlorthalidone 12.5mg tablets	30				
456.	Telmisartan 80 mg + Amlodipine 5mg + Chlorthalidone 12.5mg tablets	30				
457.	Telmisartan 40mg and Chlorthalidone 12.5mg tablets	30				
458.	Telmisartan 80mg and Chlorthalidone 12.5mg tablets	30				
459.	Telmisartan 40mg + Hydrochlorothiazide 12.5mg tabs	30				
460.	Telmisartan 40mg + Amlodipine 5mg + Hydrochlorothiazide 12.5mg tabs	30				
461.	Telmisartan 80mg +Hydrochlorothiazide 12.5mg tabs	30				
462.	Telmisartan 80mg + Amlodipine 5mg +Hydrochlorothiazide 12.5mg tabs	30				
463.	Torasemide 5mg tablets	30				
464.	Torasemide 10mg tablets	30				
465.	Torseimide 10mg+Spironolactone 25mg tablets	10				
466.	Torasemide 20mg tablets	30				
467.	Trimetazidine MR 35 mg tablets	28				
468.	Valsartan 80mg tabs	28				
469.	Valsartan 160mg tabs	28				
470.	Valsartan 80mg +Hydrochlorothiazide 12.5mg tabs	28				
471.	Valsartan 160mg Hydrochlorothiazide 12.5mg tabs	28				
472.	Verapamil SR 240mg tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
Fb.	Antilipid drugs					
473.	Apixaban 2.5mg tablets	30				
474.	Apixaban 5mg tablets	30				
475.	Atorvastatin Calcium 10mg tabs	30				
476.	Atorvastatin Calcium 20mg tabs	30				
477.	Atorvastatin Calcium 40mg tabs	30				
478.	Evolocumab 140mg injection	1				
479.	Ezetimibe 10mg tablets	30				
480.	Rosuvastatin Calcium 10mg tabs	30				
481.	Rosuvastatin Calcium 10mg+ Ezetimibe 10mg tabs	30				
482.	Rosuvastatin Calcium 10mg+ Clopidogrel 75mg capsules	30				
483.	Rosuvastatin Calcium 20mg tabs	30				
484.	Rosuvastatin Calcium 20mg+ Clopidogrel 75mg capsules	30				
G	ANTIDIABETICS, ANTITHYROID AND THYROID DRUGS					
Ga.	Antidiabetics					
485.	Glibenclamide 5mg tabs	100				
486.	Gliclazide 60mg MR tabs	30				
487.	Dapagliflozin 10mg tabs	30				
488.	Dapagliflozin 10mg + Metformin 1000mg XR tabs	30				
489.	Dapagliflozin 10mg + Metformin 500mg XR tabs	30				
490.	Dapagliflozin 5mg + Metformin 1000mg XR tabs	30				
491.	Dapagliflozin 5mg + Metformin 500mg XR tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
492.	Dapagliflozin 5mg tabs	30				
493.	Canagliflozin 100mg	30				
494.	Canagliflozin 300mg	30				
495.	Canagliflozin 150mg + Metformin 1000mg tabs	30				
496.	Empagliflozin 10mg tablets	14				
497.	Empagliflozin 25mg tablets	14				
498.	Empagliflozin 10mg+ Metformin 1000mg tablets	14				
499.	Empagliflozin 10mg+ Linagliptin 5mg tablets	20				
500.	Empagliflozin 25mg+ Linagliptin 5mg tablets	20				
501.	Ezetimibe 10mg tablets	30				
502.	Glimepiride 2mg tabs	30				
503.	Glimepiride 3mg tabs	30				
504.	Glimepiride 4mg tabs	30				
505.	Linagliptin 2.5mg tablets	30				
506.	Linagliptin 5mg tablets	30				
507.	Linagliptin 2.5mg + Metformin 500mg tablets	30				
508.	Linagliptin 2.5mg + Metformin 1000mg tablets	30				
509.	Liraglutide 6mg/ml inj	1				
510.	Metformin 500mg + Glimepiride 1mg tabs	30				
511.	Metformin 500mg + Glimepiride 2mg tabs	30				
512.	Metformin 500mg tabs	100				
513.	Metformin 500mg XR tabs	90				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
514.	Metformin 850mg tabs	100				
515.	Metformin 1g tabs	30				
516.	Metformin 1g XR tabs	30				
517.	Pioglitazone 15mg tabs	30				
518.	Pioglitazone 30mg tabs	30				
519.	Insulin (human) short acting 1000IU/10ml vial	1				
520.	Insulin (human) short acting 300IU/3ml cartridge	5				
521.	Insulin rapid acting 1000 IU/10ml vial	1				
522.	Insulin rapid acting 300 IU/3ml cartridge	5				
523.	Insulin Detemir 100 units/ml penfills	5				
524.	Insulin lispro 25% + insulin lispro protamine 75% 1000 IU/10ml vial	1				
525.	Insulin lispro 25% + insulin lispro protamine 75% 300 IU/3ml cartridge	5				
526.	Insulin lispro 25% + insulin lispro protamine 75% 300 IU/3ml Kwikpen	5				
527.	Insulin biphasic (human) 30% soluble + 70% isophane 300 IU/3ml cartridge	5				
528.	Insulin biphasic (human) 30% soluble + 70% isophane 300 IU/3ml Flexipen	1				
529.	Insulin biphasic (human) 30% soluble + 70% isophane 1000 IU/10ml vial	1				
530.	Insulin glargine 300 IU/3ml cartridge	1				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
531.	Soluble insulin aspart/protamine-crystallized insulin aspart 70/30. 100 U/ml penfills	5				
532.	Saxagliptin 2.5mg + Metformin 1000mg XR tabs	30				
533.	Saxagliptin 5mg + Metformin 1000mg XR tabs	30				
534.	Sitagliptin 50mg tabs	30				
535.	Sitagliptin 100mg tabs	30				
536.	Sitagliptin 50mg/Metformin 500mg tabs	30				
537.	Sitagliptin 50mg/Metformin 1000mg tabs	30				
538.	Teneligliptin 20mg tablets	10				
539.	Teneligliptin 20mg + Metformin 500mg tablets	30				
540.	Teneligliptin 20mg + Metformin 1000mg tablets	30				
541.	Vildagliptin 50mg tabs	56				
542.	Vildagliptin 50mg + Metformin 500mg tabs	60				
543.	Vildagliptin 50mg + Metformin 850mg tabs	60				
544.	Vildagliptin 50mg + Metformin 1000mg tabs	60				
Gb.	Thyroid and antithyroid drugs					
545.	Carbimazole 5mg tabs	100				
546.	L-Thyroxine sodium 100mcg tabs	100				
547.	L-Thyroxine sodium 75mcg tabs	100				
548.	L-Thyroxine sodium 50mcg tabs	100				
549.	L-Thyroxine sodium 25mcg tabs	100				
550.	Propylthiouracil 50mg tabs	100				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
H.	NUTRITIONAL SUPPLEMENTS					
551.	Calcitrol 0.25mcg caps	30				
552.	Calcium + Vitamin D3 tabs	30				
553.	Calcium + Vitamin D3 + Cissus Quadrangularis Extract + Dalbergia sissoo Extract tablets	10				
554.	Calcium 1000mg effervescent tabs	10				
555.	Calcium Carbonate 500mg+ Calcitriol 0.25mcg+ Zinc 7.5mg caps	10				
556.	Cerebroprotein hydrolysate 90mg tabs	10				
557.	Cerebroprotein hydrolysate 90mg + Methylcobalamine 500mcg tabs	30				
558.	Cholecalciferol (Vit D3) oral liquid (drops) 400 IU/mL	10ml				
559.	Cyproheptadine orotate 1.5mg + Carnitine 150mg + Lysine 150mg + Vits B ₁ 10mg, B ₆ 10mg, B ₁₂ 100mcg caps	20				
560.	Cyproheptadine orotate 1.5mg, Carnitine 150mg, Lysine 150mg, vits B ₁ 10mg, B ₆ 10mg, B ₁₂ 100mcg per 5ml syr	250ml				
561.	Cyproheptadine + Arginine Aspartate oral solution,10ml	20				
562.	Ferrous ammonium citrate 200mg + Folic acid 1.5mg + Vit B12 50mcg/5ml syrup	200 ml				
563.	Ferrous fumarate 305mg + Folic acid 0.75mg + Zinc sulphate 5mg + Vit B12 5mcg + Vit C 75mg caps	30				
564.	Ferrous asparto glycinate 35mg+L-methyl folate calcium 300mcg+Vitamin C 30mg+Zinc 5mg+Methylcobalamin 12.5mcg/5ml syrup	200ml				
565.	Iron + Folic acid chewable tabs	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
566.	Folic acid 5mg tabs	100				
567.	Glucosamine sulphate + Chondroitin sulphate tabs	30				
568.	Glucosamine sulphate + Chondroitin sulphate + Calcium + Vitamin D3 tabs	30				
569.	Glucosamine sulphate + Omega 3 + Vitamin D3 caps	30				
570.	Glucosamine sulphate + Methyl Sulphonyl methane + Diacerin + Hyaluronic acid	10				
571.	Hyaluronic acid + Vitamin C + Borswelia serrata satchets	10				
572.	Glucosamine, Chondroitin, MSM, and Collagen Satchets	10				
573.	Livolin or equivalent caps	30				
574.	Magnesium 400mg Direct powder satchet	60				
575.	Melatonin 3mg tabs/caps	30				
576.	Methylcobalamin 1500mcg+Folic acid 5mg+ Pyridoxine 20mg tablets	30				
577.	Multivitamin + Multimineral nutritional supplements caps /tabs	30				
578.	Multivitamin + Multimineral nutritional supplements Syrup	200 ml				
579.	Multivitamin Syrup	100ml				
580.	Multivitamin tabs	1000				
581.	Myo-inositol 500mg, CoenzymeQ10 50mg, Glutathione 40mg, Astaxanthin 8mg, Lycopene 2.5mg, Amino Acids, Vitamins & Minerals or Myotom	10				
582.	Myo-Inositol 1100mg, L-Methylfolate, Calcium, Chromium & Vitamin-D3.	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
583.	Nucleo CMP forte caps	30				
584.	Omega 3 Cod Liver Oil caps	60				
585.	Omega 3 Cod Liver Oil liquid	170mls				
586.	Omega 3 -1 Gram Caps	60				
587.	Omega 3-6-9 Capsules	120				
588.	Omega H3 Caps	60				
589.	Ovacare tabs	30				
590.	Oligocare tabs	30				
591.	Perfectil Plus Hair tablets	60				
592.	Pyridoxine 50mg tabs	100				
593.	Univestin (Uniortho) 500mg	10				
594.	Vial 1{Thiamine 250mg(vit B1)+Pyridoxine 50mg(vit B6)+Riboflavin 4mg(Vit.B12)}+Vial 2{Ascorbic acid 500mg+Nicotinamide 160mg+Anhydrous glucose 1000mg}	10 pairs				
595.	Vit. B ₁ 200mg + Vit. B ₆ 50mg + Vit. B ₁₂ 100 mcg tabs	20				
596.	Vitamin B ₁₂ (Methylcobalamin) 1500mcg tablets	10				
597.	Vitamin C 1000 mg effervescent tabs	10				
598.	Vitamin D3 60,000 iu cap/tab	10				
599.	Vitamin E 200 i.u. caps	30				
600.	Vitamin E 400 iu caps	30				
601.	Vitamin K 2mg/ml inj.	5				
I.	INTRAVENOUS FLUIDS					

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
602.	Dextrose 5 % i.v infusion	500 ml				
603.	Dextrose 5 % in normal saline 0.9% infusion	500 ml				
604.	Dextrose 10 % i.v infusion	500ml				
605.	Dextrose 50 % i.v infusion	50 ml				
606.	Hartman's solution i.v infusion	500 ml				
607.	Normal saline B.P. 0.9% i.v infusion	500 ml				
608.	Water for injection 10ml	100				
J.	ANTIPSYCHOTICS, ANTIDEPRESSANTS, ANXIOLYTICS & HYPNOTICS					
609.	Agomelatine 25mg tabs	30				
610.	Alprazolam 250mcg tabs	100				
611.	Alprazolam 500mcg tabs	100				
612.	Amitriptyline 25mg tabs	100				
613.	Amisulpride 50mg tab	30				
614.	Amisulpride 100mg tabs	30				
615.	Amisulpride 200mg tabs	30				
616.	Aripiprazole 10mg tabs	30				
617.	Aripiprazole 15mg tabs	30				
618.	Aripiprazole 30mg tabs	30				
619.	Atomoxetine 18mg caps	28				
620.	Atomoxetine 25mg caps	28				
621.	Atomoxetine Hcl 40mg caps	28				
622.	AtomoxetineHcl 60mg caps	28				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
623.	Bromazepam 1.5mg tabs	100				
624.	Bromazepam 3mg tabs	100				
625.	Chlorpromazine 100mg tabs	100				
626.	Chlorpromazine inj. 50mg /ml amp.	10				
627.	Clobazam 5mg tabs	30				
628.	Clobazam 10mg tabs	30				
629.	Clobazam 20mg tabs	30				
630.	Clozapine (Leponex) 100mg tabs	30				
631.	Clonazepam 0.5mg tabs	50				
632.	Clonazepam 2mg tabs	30				
633.	Diazepam inj. 5mg/ml amp	2ml				
634.	Diazepam 5mg tabs	100				
635.	Diazepam 5mg gel or suppository solution	0.5ml				
636.	Donepezil 5mg tabs/caps	28				
637.	Donepezil 10mg tabs/caps	28				
638.	Duloxetine 30mg caps	28				
639.	Duloxetine 60mg caps	28				
640.	Escitalopram 10mg (Cipralext) tabs	30				
641.	Escitalopram 10mg (Generic) tabs	30				
642.	Escitalopram 20mg tabs	30				
643.	Flunitrazepam 1mg tabs	100				
644.	Fluoxetine HCl 20 mg caps	100				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
645.	Flupenthixol decanoate inj. 20mg/ml	1				
646.	Fluphenazine decanoate inj. 25mg / ml	1				
647.	Haloperidol 5mg tabs	100				
648.	Imipramine 25mg tabs	100				
649.	Lithium carbonate 250mg tabs	100				
650.	Lithium carbonate 400mg tabs	100				
651.	Lorazepam 2mg/ml inj	1ml				
652.	Lurasidone 40mg tablets	10				
653.	Lurasidone 80mg tablets	10				
654.	Midazolam 7.5mg tabs	10				
655.	Midazolam 15mg tabs	10				
656.	Midazolam inj. 15mg/3ml amp	5				
657.	Midazolam inj. 1mg/ml amp	5				
658.	Mirtazapine 15mg tabs	30				
659.	Mirtazapine 30mg tabs	30				
660.	Methyl phenidate 10mg tabs	30				
661.	Methyl phenidate 18mg tabs	100				
662.	Methyl phenidate 27mg tabs	100				
663.	Methyl phenidate 36mg tabs	100				
664.	Modafinil 100mg tabs	30				
665.	Modafinil 200mg tabs	30				
666.	Olanzapine 5mg tabs	28				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
667.	Olanzapine 10mg tabs	28				
668.	Olanzapine inj. 10mg/ml	1				
669.	Paliperidone Palmitate extended release 156mg. inj	kit				
670.	Paliperidone Prolonged release 3mg tabs	14				
671.	Paliperidone Prolonged release 6mg tabs	14				
672.	Paroxetine 20mg tabs	20				
673.	Quetiapine 200mg tabs	30				
674.	Quetiapine 100mg tabs	30				
675.	Quetiapine 50mg tabs	30				
676.	Risperidone 1mg tabs	50				
677.	Risperidone 2mg tabs	50				
678.	Sertraline 50mg tabs	28				
679.	Topiramate 25mg tablets	60				
680.	Topiramate 50mg tablets	60				
681.	Venlafaxine XR 37.5mg caps	30				
682.	Venlafaxine XR 75mg caps	30				
683.	Vortioxetine 10mg caps/tabs	28				
684.	Vortioxetine 20mg caps/tabs	28				
685.	Zolpidem 10mg tabs	28				
686.	Zopiclone 7.5mg tabs	28				
687.	Zuclopenthixol inj. 100mg /2ml acuphase	1				
688.	Zuclopenthixol inj. 200mg /ml depot	1				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
K.	ANTICONVULSANTS, RIGIDITY, NEUROPATHIC PAIN AND TREMOR CONTROLLERS					
689.	Akineton 2mg tabs	100				
690.	Benzhexol 5mg tabs	100				
691.	Bupoprion 150mg	60				
692.	Carbamazepine 200mg tabs	50				
693.	Carbamazepine 200mg CR tabs	50				
694.	Carbamazepine 200mg/5ml syr.	100 ml				
695.	Carbidopa 10 mg + levodopa 100 mg tablets	100				
696.	Carbidopa 25 mg + levodopa 250 mg tablets	30				
697.	Ethosuximide 250mg/5ml syrup	100ml				
698.	Gabapentin 100mg caps	100				
699.	Gabapentin 300mg caps	100				
700.	Gabapentin 300mg and Methylcobalamin 500mg tabs	30				
701.	Lamotrigine 100mg tabs	30				
702.	Lamotrigine 25mg tabs	30				
703.	Levetiracetam 250mg tabs	30				
704.	Levetiracetam 500mg tabs	30				
705.	Levetiracetam 750mg tabs	30				
706.	Phenobarbitone 30mg tabs	100				
707.	Phenobarbitone inj. 30mg/ml	2ml				
708.	Phenobarbitone 200mg/ml	1				
709.	Phenytoin sodium 100mg tabs	100				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
710.	Phenytoin sodium 50mg caps	100				
711.	Pramipexole 0.25mg tablets	30				
712.	Pregabalin 25mg caps/tabs	30				
713.	Pregabalin 75mg caps	30				
714.	Pregabalin 75mg + Methylcobalamine 750mg caps/tabs	30				
715.	Pregabalin 150mg + Methylcobalamine 750mg caps/tabs	30				
716.	Pregabalin 75mg and Nortriptyline 10mg tablets	30				
717.	Pregabalin 150mg caps	30				
718.	Sodium Divalproate 500mg tabs	30				
719.	Sodium Divalproate 750mg tabs	30				
720.	Sodium valproate 200mg tabs	100				
721.	Sodium valproate 200mg/5ml syr.	300 ml				
722.	Sodium valproate 300mg Chrono tabs	100				
723.	Sodium valproate 500mg Chrono tabs	100				
L.	HORMONAL, STEROIDAL, CONTRACEPTIVES AND ANTINEOPLASTIC DRUGS					
La.	Hormonal and steroidal preparations					
724.	Betamethasone sodium Phosphate 2mg + Betamethasone dipropionate 5mg/ml inj	1				
725.	Bromocriptine 2.5mg tabs	30				
726.	Cyproterone 2mg + Ethinylestradiol 50mg tabs	21				
727.	Deflazacort 6mg tablets	30				
728.	Deflazacort 18mg tablets	30				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
729.	Deflazacort 30mg tablets	30				
730.	Dexamethasone sodium phosphate 2mg tabs	100				
731.	Dexamethasone sodium phosphate inj. 8mg/ 2ml amp.	1				
732.	Dienogest 2mg tablets	28				
733.	Dydrogesterone 10mg tabs	20				
734.	Ergometrine maleate inj. 500mcg/ml amp	1				
735.	Hydrocortisone 10mg tablets	30				
736.	Hydrocortisone sodium succinate inj. 100mg amp.	1				
737.	Hydroxyprogesterone exonate inj. 250mg (depot) amp.	1				
738.	Isotretinoin 10mg caps	30				
739.	Isotretinoin 20mg caps	30				
740.	Letrozole 2.5mg tabs	30				
741.	Levonorgestrel 0.75mg tablets	2				
742.	Medroxy progesterone acetate 5mg tabs	24				
743.	Methylprednisolone sodium succinate 4mg tabs	100				
744.	Methylprednisolone sodium succinate 500mg/ml vial	1				
745.	Mifepristone 200mg tablets	10				
746.	Misoprostol 200mg tabs	30				
747.	Mifepristone 200 mg tablet and Misoprostol 4 x 0.2 mg Combipack vaginal tablets	kit				
748.	Norethisterone 5mg tabs	100				
749.	Oxytocin inj. 5 units/ml amp	5				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
750.	Prednisolone 5mg tabs	100				
751.	Prednisolone oral liquid 15mg/5mL	50ml				
752.	Progesterone 100ml Injection	2ml				
753.	Phytoestrogens caps	30				
754.	Recormon 2000IU/0.3ml	1				
755.	Recormon 5000IU/0.3ml	1				
756.	Triamcinolone acetonide inj. 40mg /ml	1				
757.	Triamcinolone acetonide in oral base paste	5g				
Lb.	Antineoplastic and Renal agents					
758.	Alfuzosin 10mg tabs	30				
759.	Alendronic acid tablet 70mg	4				
760.	Anastrozole 1mg tabs	28				
761.	Azathioprim 50mg tabs	100				
762.	Capecitabine 500mg tabs	30				
763.	Bicalutamide 50mg tablet	30				
764.	Bicalutamide 150mg tablet	28				
765.	Cyclophosphamide 50mg tabs	50				
766.	Detrusitol 2mg tabs/caps	100				
767.	Dutasteride 0.5mg tabs	30				
768.	Dutasteride 0.5mg + Tamsulosin HCL 0.4mg caps	30				
769.	Finasteride 5mg/Tamsulosin 0.4mg tablets	30				
770.	Goserelin inj. 3.6mg vial	1				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
771.	Goserelin 10.8mg vial	1				
772.	Hydroxyurea 500mg caps	100				
773.	Hydroxyurea 100mg/ml	100ml				
774.	Ibandronate 150mg tablets	3				
775.	Leuprolide inj. depot 3.75mg	1				
776.	Methotrexate 2.5mg tabs	100				
777.	Miberagron 25mg tab/cap	30				
778.	Miberagron 25mg +Solifenac Succinate 5mg tablets	30				
779.	Miberagron 50mg tab/cap	30				
780.	Mycophenolate 360mg tabs	30				
781.	Mycophenolate mofetil 500mg-Cellecpt	50				
782.	Mycophenolate mofetil 500mg tabs-Generic	30				
783.	Palbociclib 100mg capsules	21				
784.	Slow Potassium 600mg tab/cap	30				
785.	Tacrolimus 0.5mg caps	30				
786.	Tacrolimus 1mg caps	30				
787.	Tacrolimus 5mg caps	30				
788.	Tamoxifen 10mg tabs	30				
789.	Tamoxifen 20mg tabs	30				
790.	Tamsulosin 400mcg tabs	30				
791.	Tolvaptan 15mg tab/cap	10				
M	TOPICAL PREPARATIONS					

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
Ma.	Topical anti-infectives					
792.	Acyclovir 3% ophthalmic ointment	4.5 g				
793.	Acyclovir 5% cream	10g				
794.	Amorolfine HCl 5% w/v in an ethanol-based nail lacquer	5ml				
795.	Clotrimazole 1% + Beclomethasone (any salt) 0.025 % cream	15g				
796.	Clotrimazole 1% + Beclomethasone (any salt) 0.025 % lotion	15ml				
797.	Clotrimazole 1% + Betamethasone (any salt) 0.05 % cream	15 g				
798.	Clotrimazole 1% + Betamethasone (any salt) 0.05 % + Neomycin Sulphate 0.5% cream	15g				
799.	Clotrimazole 1% + Betamethasone (any salt) 0.025 % + Gentamycin Sulphate 0.1% cream	15g				
800.	Clotrimazole 1% + Selenium sulphide 2.5 % shampoo	60 ml				
801.	Clotrimazole 1% cream	20 g				
802.	Clotrimazole 1% dusting powder	30 g				
803.	Fucidic acid 2% + Betamethasone Valerate 0.1% Oint.	15g				
804.	Gentamycin skin ointment	30g				
805.	Hydrogel wound dressing	25g				
806.	Imiquimod 5% cream kit	1				
807.	Isoconazole nitrate 1% cream	20g				
808.	Ketoconazole 2% + Zinc pyrithione 1% shampoo	120 ml				
809.	Luliconazole cream 1% cream	30g				
810.	Miconazole 2% + Hydrocortisone 1% cream	15 g				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
811.	Miconazole 2% cream	15 g				
812.	Miconazole 2% powder	20 g				
813.	Miconazole nitrate 2% oral gel	40 g				
814.	Minoxidil 5% solution					
815.	Mupirocin 2% ointment	15 g				
816.	Nadoxine cream	15g				
817.	Naftifine Hcl	15g				
818.	Nystatin 100,000 I.U./ml oral drops	24 ml				
819.	Opsite Moisture Vapour Permeable Spray Dressing 100 ml/79g	100mls				
820.	Papain + Urea or alternative Debridace Ointment	15g				
821.	Povidone iodine 10% ointment	20 g				
822.	Sertaconazole Nitrate 2% cream	20g				
823.	Silver sulphadiazine 1% cream	50 g				
824.	Silver Solution 1%	100ml				
825.	Sodium fusidate 2% cream	15 g				
826.	Tetracycline 3% skin ointment	10g				
827.	Terbinafine HCl 1% Cream	15 g				
828.	Terbinafine 1% spray	1				
829.	Gentian Violet 0.5% Liquid	100ml				
Mb	Topical acne preparations					
830.	Adapalene 0.1% in aqueous gel	15 g				
831.	Adapalene 0.1% + Clindamycin Phosphate 1% gel	15g				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
832.	Benzoyl peroxide 5 % acne cream/lotion	40 g				
833.	Benzyl Benzoate lotion	100ml				
834.	Clindamycin phosphate 1% in aqueous alcoholic base	30 ml				
835.	Clindamycin phosphate and Isotretinoin gel	20g				
836.	Clioquinol 1%,Gentamicin sulphate,Tolnaftate & Betamethasone Valerate cream	15g				
837.	Hydroquinone 2% + Tretinoin 0.025% + Mometasone Furoate 0.1% cream	15g				
838.	Neomycin Sulphate 1.75 + Methylprednisolone Acetate 2.5mg + Aluminum Chlorohydroxide 100mg + Sulphur 50mg/ml lotion or Neomedrol	30mls				
839.	Tretinoin 0.05 % cream/gel	30 g				
Mc	Topical corticosteroids and eczema preparations					
840.	Betamethasone dipropionate 0.05% cream	15 g				
841.	Betamethasone dipropionate 0.05%+Salicylic acid 3%+Urea 10% oint.	15g				
842.	Betamethasone valerate 0.1% ointment	15 g				
843.	Betamethasone dipropionate 0.05% + Salicylic acid 3% cream	15 g				
844.	Clobetasol butyrate 0.05% ointment	15g				
845.	Coal tar 10% paste	500g				
846.	Coal tar+Betamethasone+Salicylic acid ointments	250g				
847.	Fluticasone propionate 0.05% ointment	15g				
848.	Halobetasol Propionate 0.05% cream	15g				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
849.	Hydrocortisone 1% ointment	15 g				
850.	Hydrocortisone 1% cream	15 g				
851.	Mometasone furoate 0.1 % cream	15 g				
852.	Mometasone furoate 0.1 % ointment	15g				
853.	Mometasone furoate 0.1 % lotion	30ml				
854.	Mometasone furoate 0.1 % + Fusidic acid 2.0% cream	10 g				
Md.	Wart removers					
855.	Carnation Corn caps	5				
856.	Podophyllotoxin 25% Solution /Paint	3ml				
857.	Podophyllotoxin 25% Ointment	15g				
858.	Silver nitrate pencil 95%	1				
Me.	Topical analgesics and anti-inflammatories					
859.	Aceclofenac +Linseed oil+Methylsalicylate+Menthol gel	30g				
860.	Diclofenac diethylamine 1% gel	20 g				
861.	D-panthenol 25mg + Dimethylsulfoxide 150mg + Heparin sodium 500 I.U. gel	20 g				
862.	Deep freeze spray	150ml				
863.	Etofenamate 5% gel	25g				
864.	Heparin sodium 5000 IU + 1.0 g allantoin gel	100g				
865.	Ketoprofen 2.5% gel	50 g				
866.	Menthol 20% + Methyl salicylate 20% in lanolin base	20 g				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
867.	Methyl Nicotinate 16mg/g, Glycol Salicylate 50mg/g, Methyl Salicylate 10mg/g, Ethyl Salicylate 50 mg/g. spray	150ml				
Mf.	Emollients, antipruritics and miscellaneous preparations					
868.	Antihistamine cream	15g				
869.	Aqueous cream B.P	500g				
870.	B-sitosterol 0.25%+ sesame oil + beeswax or Mebo cream	15g				
871.	Calamine lotion B.P.	100ml				
872.	Cetomacrogol ointment	500g				
873.	Cetomacrogol cream	500g				
874.	Cetomacrogol + Glycerine cream	500g				
875.	Cetomacrogol +Glycerine + 10% Urea cream	400g				
876.	Cetomacrogol +Glycerine + 5% Urea cream	500g				
877.	Crotamiton 10% + Sulphur cream	30g				
878.	Dermikelp itch relief cream	25g				
879.	Dexpanthenol 5% cream	30 g				
880.	Emulsifying ointment B.P	500g				
881.	Joint lubrication gel in polypropylene	50g				
882.	Lubricating jelly (sterile)	50g				
883.	Zinc + Castor oil cream	500g				
884.	Tacrolimus 0.03% ointment	15g				
885.	Tacrolimus 0.1% ointment	15g				
N.	EYE, EAR, NOSE AND OROPHARYNGEAL PREPARATIONS					

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
886.	Artificial tears eye drops	10mls				
887.	Azarga eye drops	5ml				
888.	Azelastine Hcl 0.05% eye drops	5mls				
889.	Betamethasone 0.1 % + Neomycin 0.5 % eye drops	7.5 ml				
890.	Betaxolol hydrochloride 0.5% eye drops	5ml				
891.	Benzydamine Hcl+ Chlorhexidine gluconate 18mg oral Spray	15ml				
892.	Benzydamine Hcl+ Chlorhexidine gluconate mouth wash	200ml				
893.	Brimonidine tartrate 0.2% eye drops	5ml				
894.	Brimonidine tartrate 0.2% +0.5% Timolol eye drops	10ml				
895.	Bimatoprost 0.01% ophthalmic solution	7.5ml				
896.	Bimatoprost 0.3 mg/ml + timolol 5.0 mg/ml eye drops	7.5ml				
897.	Paradichlorobenzene + Benzocaine + Chlorobutanol + Turpentine oil ear drops	10ml				
898.	Carboxymethyl cellulose 1% eye drops	5ml				
899.	Carbomer 0.2% eye gel	10g				
900.	Chlorhexidine gluconate 0.2% mouth wash	100 ml				
901.	Clotrimazole 1% ear drops	15ml				
902.	Clotrimazole 1% in Propylene glycol + Glycerine mouth paint	15ml				
903.	Ciprofloxacin HCl 0.3% eye drops	5 ml				
904.	Ciprofloxacin HCl 0.3% + Dexamethasone eye drops	5ml				
905.	Ciprofloxacin HCl 0.2% + Hydrocortisone 1% ear drops	10ml				
906.	Dexamethasone 0.1% drops	5 ml				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
907.	Diclofenac 0.1% eye drops	5ml				
908.	Docusate sodium 0.05% ear drops	10ml				
909.	Gentamicin 0.3 % eye drops	8 ml				
910.	Gentamicin 0.3 % + 0.1% Diclofenac eye drops	5ml				
911.	Epinastine HCl 0.05% ophthalmic solution	5ml				
912.	Flumetasone Pivalate + Clioquinol (0.02% w/v / 1% w/v) ear drops	7.5ml				
913.	Fluorometholone acetate 0.1% eye drops	5ml				
914.	Hydrocortisone acetate 1% eye drops	10ml				
915.	3% Hydrogen Peroxide ear drops	10ml				
916.	Hypermellose 0.3% eye drops	10ml				
917.	Hypertonic Nasal Spray, Sterimar or equivalent	100ml				
918.	Isotonic Nasal Spray, Sterimar or equivalent	100ml				
919.	Ketorolac 0.4% eye drops	5ml				
920.	Latanoprost 50mcg/ml eye drops	2.5ml				
921.	Lodoxamide tromethamine 0.1% eye drops	5mls				
922.	Moxifloxacin 0.5% eye drops	5ml				
923.	Neomycin +Beclomethasone + Clotrimazole +Lidocaine ear drops	5ml				
924.	Neomycin sulfate 0.5 % + Polymyxin B sulfate 6000 IU + Dexamethasone 0.1 % eye drops	5 ml				
925.	Neomycin sulfate 3.5mg + Polymyxin B sulfate 10,000 IU + Dexamethasone 0.1 % eye ointment	3.5g				
926.	Nepafenac 0.1% eye drops	5ml				
927.	Normal Saline 0.9 % nasal drops	10 ml				
928.	Olapatadine 0.1% eye drops	5ml				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
929.	Olapatadine 0.2% eye drops	2.5ml				
930.	Phenazone - 40.0mg + Lidocaine hydrochloride -10 mg eye drops	10ml				
931.	Povidone Iodine 1% mouth wash	200 ml				
932.	Polyacrylic acid (Carbomer 980) or Siccapos eye gel	10g				
933.	Sodium Carboxymethylcellulose 0.5%, Glycerine 1.0%, Castor oil 0.25%, Polysorbate 80 0.5%, Levocarnitine 0.25% and Erythritol 0.25% eye drops	10ml				
934.	Sodium Cromoglycate 2% eye drops	10mls				
935.	Tetracycline 1% eye ointment	3.5g				
936.	Timolol 0.5% eye drops	2.5ml				
937.	Tobramycin 0.3% eye drops	5 ml				
938.	Tobramycin 0.3% + Dexamethasone 0.1 % drops	5ml				
O.	VAGINAL PREPARATIONS					
939.	Clotrimazole 2% vaginal gel	30g				
940.	Clotrimazole 200mg vaginal pessaries	3				
941.	Miconazole 400mg pessaries	3				
942.	Metronidazole 500mg + Clotrimazole 100mg + Lactobacillus Pessaries	8				
943.	Metronidazole 750mg + Miconazole 200mg with or without Lidocaine pessaries	7				
944.	Metronidazole 1% + Miconazole 2% Vaginal gel	30g				
945.	Polymyxin B 10000 IU + Neomycin 0.5 % + Nystatin 100000 IU vaginal caps	6				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
946.	Povidone-iodine 100 mg/ml Vaginal douche	kit				
947.	Progesterone 200mg Soft gelatin pessaries	12				
P.	VACCINES					
948.	Anti-rabies vaccine 0.5ml	1				
949.	Chicken pox vaccine	1				
950.	Cholera Vaccine Oral	1				
951.	Hepatitis A vaccine Paediatric	1				
952.	Hepatitis A vaccine Adult	1				
953.	Hepatitis B Adult vaccine single dose	1				
954.	Hepatitis B Adult Vaccine multi dose(10 doses)	1				
955.	Influenza vaccine (Peadiatric)	1				
956.	Influenza vaccine (Adult)	1				
957.	Meningococcal conjugate vaccine	1				
958.	MMR vaccine	1				
959.	MMR + Chicken pox vaccine	1				
960.	Pentavalent vaccine	1				
961.	Pneumococcal vaccine Adult	1				
962.	Polyvalent Anti-snake venom	Vial				
963.	Typhoid vaccine	Vial				
Q.	LOCAL, GENERAL ANAESTHETICS AND ADJUVANTS & POISONING ANTIDOTES					
964.	Activated Charcoal tabs	100				
965.	Atracurium besilate inj. 25mg amp.	5				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
966.	Atracurium besilate inj. 50mg amp.	5				
967.	Atropine inj. 0.6mg amp	1				
968.	Calcium gluconate inj. 10 %	10 ml				
969.	Halothane inhalation gas	250 ml				
970.	Isoflurane inhalation gas	100ml				
971.	Ketamine inj. 100mg amp.	1				
972.	Lignocaine inj. 2%	30 ml				
973.	Lignocaine 2% spray skin	1				
974.	Lignocaine 10% spray mucosal	1				
975.	Lignocaine inj. 2% + Adrenaline 5mcg/ml	30ml				
976.	Naloxone 0.4mg/ml inj	1ml				
977.	Neostigmine metilsulfate inj. 2.5mg amp	10				
978.	Potassium chloride inj. 15 %	10 ml				
979.	Propofol inj. 1% (10mg/ml) in 20ml amp.	1				
980.	Suxamethonium inj. 50 mg /ml	2 ml				
981.	Sodium bicarbonate inj. 8.4 %	10 ml				
982.	Sodium gluconate inj. B.P.	Amp				
983.	Thiopentone inj. 0.5 g vial	1				
R.	DISINFECTANTS AND ANTISEPTICS					
984.	Activated Glutaraldehyde 2% odour suppressed	5 L				
985.	Chlorhexidine gluconate 5% solution	5L				
986.	Chlorhexidine acetate 0.5% dressing 10cm*10cm	10				

No.	Item Description	Unit Pack	Tenderer's Unit Pack	Unit Price Inclusive of Tax (Kshs)	Brand Name	Country of Origin
987.	Iodinated-Povidone 5%+ Metronidazole 1% ointment	10g				
988.	Iodinated-Povidone 5%+ Metronidazole 1% Solution	100ml				
989.	Alcohol-based hand sanitizer (with dispenser)	500ml				
990.	Alcohol-based hand sanitizer	20litres				
991.	Alcohol-based surface cleaner	5litres				
992.	Alcohol-based surface cleaner with spray nozzle	1litre				
993.	Enzymatic instruments cleaner	5L				
994.	Hydrogen peroxide 20 vol.	5Litres				
995.	Hydrogen peroxide 20 vol.	200ml				
996.	Povidone iodine 10 % solution	500 ml				
997.	Sodium dichloroisocyanurate 2.5 g disinfecting tabs	100				
998.	Sodium hypochlorite 3.5% solution	20L				
999.	Surgical spirit 95 %	5L				
1000.	Tincture of benzoic acid 10%	100ml				

Name of tenderer:

Signature of tenderer Date

NB: The unit price will be fixed for a period of two (2) years unless where allowed under PPADA, 2015.

PART 2: SURGICAL APPLIANCES AND CONSUMABLES						
1.	Absorbent cotton gauze in rolls	1500g				
2.	Airways (Adult)	1				
3.	Airways (Pediatric)	1				
4.	Ambu bags (Adult)	1				
5.	Ambu bags (Pediatric)	1				
6.	Anaesthetic Rebreather bags 1Litre	1				
7.	Anaesthetic Rebreather bags 2Litre	1				
8.	Aquacel Dressings	10				
9.	Autoclaving tape ½" (3M) or equivalent roll	1				
10.	Bandage cutting scissors 3"	1				
11.	Bandage cutting scissors 4"	1				
12.	Bandage cutting scissors 5"	1				
13.	Bandage cutting scissors 7"	1				
14.	Bandage cutting scissors 8"	1				
15.	Breath filters (Adult)	1				
16.	Breath filters (Paediatric)	1				
17.	Buckle tourniquet	1				
18.	Canula securement dressing (3M or equivalent)	10				
19.	Catheter mount (Light weight)	1				
20.	Copper Oxide Wound Dressing	10				
21.	Cotton wool 200g	1				
22.	Cotton wool 400g	1				
23.	Crepe bandage 2 inch	12				

24.	Crepe bandages 4"	12				
25.	Crepe bandages 6"	12				
26.	Disposable arm splints	1				
27.	Disposable needles 18/20 G	100				
28.	Disposable needles 21 G	100				
29.	Disposable needles 23 G	100				
30.	Disposable needles 25 G	100				
31.	Disposable syringes 2 ml	100				
32.	Disposable syringes 5 ml	100				
33.	Disposable syringes 10 ml	100				
34.	Disposable syringes 20 ml	100				
35.	Disposable syringes 50 ml - Feeding Nozzle	1				
36.	Disposable theatre gowns (Medium, Large & Extra-large)	1				
37.	Disposable theatre aprons	1				
38.	Doppler Machine /Ultrasound gel	5L				
39.	Endo-tracheal tubes nos. 2.5 - 5.0	1				
40.	Endo-tracheal tubes (cuffed) nos. 6.0 - 10.0	1				
41.	Endo-tracheal introducer	1				
42.	Esmarch rubber bandage 2",	1				
43.	Esmarch rubber bandage 3"	1				
44.	Esmarch rubber bandage 4",	1				
45.	Esmarch rubber bandage 6"	1				

46.	Face shield	1				
47.	Inhaler Chambers with mask < 2 years	1				
48.	Inhaler Chambers with mask 2-5 years	1				
49.	Inhaler Chambers with mask >5 years	1				
50.	Female In and Out Catheter	1				
51.	Green theatre towels disposable	1				
52.	Hand paper towels (240 sheets)	12				
53.	Handyplast strips	100				
54.	Henning plaster cast spreader	1				
55.	I.V. canula (branula) with inj. pots size 18 (penine)	100				
56.	I.V. canula (branula) with inj. pots size 20 (penine)	100				
57.	I.V. canula (branula) with inj. pots size 22 (penine)	100				
58.	I.V. canula (branula) with inj. pots size 24 (penine)	100				
59.	Insulin Pump Accessories Sensor GS3	5/PK				
60.	Insulin Pump Accessories 387A Quick set	1				
61.	Insulin Pump Accessories 332ARES PARA 7 Pump UF 3.0ml	10/PK				
62.	Infusion giving set 21 G x 11	1				
63.	Latex examination gloves 6½" - 8"	100				
64.	Latex-free and powder-free examination gloves sizes 6 - 10	100				
65.	Leg traction splint	1				
66.	Manual Vacuum Aspiration (MVA) kit double valve	1				

67.	Nasogastric tubes for adults	1				
68.	Nasogastric tubes for children (size 4-10)	1				
69.	Nebulizer masks (Adult)	1				
70.	Nebulizer masks (Pediatric)	1				
71.	Nylon tourniquet with a metal rod	1				
72.	Oscilating cast saw with a vaccum	1				
73.	Oxygen masks (Adult)	1				
74.	Oxygen masks (Pediatric)	1				
75.	Oxygen gauge	1				
76.	Paraffin gauze 10 cm x 10 cm	10				
77.	Paediatric infusion chambers	1				
78.	Plaster bender 10", bohler or equivalent	1				
79.	Plaster opener 18", daws or equivalent	1				
80.	Plaster Of Paris 7.5"	1				
81.	Plaster Of Paris 10"	1				
82.	Plaster Of Paris 15"	1				
83.	Plaster saw- Oscilating	1				
84.	Plaster shears 8"	1				
85.	Plaster shears 15"	1				
86.	Pneumatic tourniquet manual	1				
87.	Povidone iodine 10 %, 9.5 cm x 9.5 cm dressing	10				
88.	Povidone iodine + activated charcoal dressing	10				

89.	Plastic containers for creams and ointments 100g	1				
90.	Pre-powered surgical gloves sizes 6.5 - 8.5	Pair				
91.	Powder-free surgical gloves sizes 6.5 - 8.5	Pair				
92.	Pulse oximetre	1				
93.	Scalp vein No. 21G	10				
94.	Scalp vein No. 23G	10				
95.	Scalp vein No. 25G	10				
96.	Silicon catheters size 6- 24	1				
97.	Sterilizing Polythene Theatre paper	1				
98.	Sterile Insulin needles for prefilled and reusable pen injectors, screw on type, needle length 4mm X 0.23mm 33G	100				
99.	Sterile Insulin needles for prefilled and reusable pen injectors, screw on type, needle length 4mm X 0.23mm 32G for kwikpen	100				
100.	Sterile Insulin needles for prefilled and reusable pen injectors, screw on type, needle length 4mm X 0.23mm 32G for flexipen	100				
101.	Sterile Insulin syringes 1 ml 0.33mm,29G x 1/2"	10				
102.	Sterile gauze swabs 10"x10"	10				
103.	Stockinett roll 3"	1				
104.	Suction catheters size 10-24 (penine)	10				
105.	Surgical blades (sterile) No. 11	100				
106.	Surgical blades (sterile) No. 23	100				
107.	Surgical blades (sterile) No. 24	100				

108.	Surgical caps-unisex	100				
109.	Surgical goggles	Pair				
110.	Surgical gumboots	Pair				
111.	Surgical mask (3 ply)	50				
112.	Strapping with padding	1				
113.	Synthetic Cast Tape 5"	1				
114.	Synthetic Cast Tape 7.5"	1				
115.	Synthetic Cast Tape 10"	1				
116.	Synthetic Cast Tape 15"	1				
117.	Sam's Splint	1				
118.	Skin Traction	1				
119.	Steri Strips	10				
120.	Tegaderm dressing	10				
121.	Transpore 2" tape	1				
122.	Wooden Tongue depressors single pack	100				
123.	Wrist brace adjustable	1				
124.	X-ray detectable gauze 2 kg 36" x100 yards (91.44m)	100				
125.	X-ray detectable abdominal gauze pack	100				
T.	SUTURES					
Ta.	Polyglactin braided absorbable sutures					
126.	4/0 Cutting rapide	12				
127.	3/0 Cutting rapide	12				

128.	4/0 Cutting	12				
129.	3/0 Cutting	12				
130.	2/0 Cutting	12				
131.	No. 1 Cutting	12				
132.	3/0 Round body	12				
133.	2/0 Round body	12				
134.	No. 1 Round body	12				
135.	No.0 Round body	12				
Tb.	Polyglecaprone monofilament absorbable sutures					
136.	4/0 Cutting	12				
137.	3/0 Cutting	12				
138.	2/0 Cutting	12				
139.	No. 1 Cutting	12				
140.	3/0 Round body	12				
141.	2/0 Round body	12				
142.	No. 1 Round body	12				
Tc.	Polyamide monofilament non-absorbable sutures					
143.	4/0 Cutting	12				
144.	3/0 Cutting	12				
145.	2/0 Cutting	12				
146.	No. 2 Cutting	12				
147.	No. 1 Cutting	12				

148.	Silk no.2 round body	12				
S	Nylon sutures Cutting					
149.	Nylon sutures Cutting 1/0	12				
150.	Nylon sutures Cutting 2/0	12				
151.	Nylon sutures Cutting 3/0	12				
152.	Nylon sutures Cutting 4/0	12				
153.	Nylon sutures round body 1/0	12				
154.	Nylon sutures round body 2/0	12				
155.	Nylon sutures round body 3/0	12				
156.	Nylon sutures round body 4/0	12				
	Monocryl Sutures					
157.	Monocryl sutures Cutting 1/0	12				
158.	Monocryl sutures Cutting 2/0	12				
159.	Monocryl sutures Cutting 3/0	12				
160.	Monocryl sutures Cutting 4/0	12				
161.	Monocryl sutures round body 1/0	12				
162.	Monocryl sutures round body 2/0	12				
163.	Monocryl sutures round body 3/0	12				
164.	Monocryl sutures round body 4/0	12				
165.	Mersilene Tape 5mm wide 48mm ½ c round bodied	100				
166.	Polyglecaprone/Polypropylene (Ultrapro) mesh 6x11cm	100				
167.	Surgicel 12cm x 5cm	50				

168.	Arm Sling	1				
169.	Ankle support	1				
170.	Knee support	1				
171.	Cervical Collar Hard	1				
172.	Neck support	1				
173.	Triangular bandage	1				
U.	MEDICAL EQUIPMENT & APLLIANCES					
174.	Bone drill Rechargeable, two batteries with chuck and key (4G series)	1				
175.	Curved fine scissors 4- 8 inches	1				
176.	Long artery forceps 20cm (curved)	1				
177.	Long artery forceps 20cm (straight)	1				
178.	Mosquito artery forceps small	1				
179.	Mosquito artery forceps medium	1				
180.	Tenaculum 10"	1				
181.	Uterine sounds 30 cm	1				
182.	Volsellum 9"	1				
183.	Clinical thermometers (mercury)	1				
184.	Clinical thermometers with °C (digital)	1				
185.	Infrared digital non-contact gun thermometer	1				
186.	Desk top mercury BP machines	1				
187.	Digital blood pressure machine	1				

188.	Diagnostic set (adult)	1				
189.	Diagnostic set (Paediatric)	1				
190.	Disposable speculum (small)	1				
191.	Disposable speculum (medium)	1				
192.	Disposable speculum (large)	1				
193.	Dissecting forceps stainless steel 10"	1				
194.	Dissecting forceps stainless steel 10" toothed	1				
195.	Dressing forceps stainless steel 5.5"	1				
196.	Dressing forceps stainless steel 5.5" toothed	1				
197.	Disposable sharps container 5 litre	1				
198.	Electronic adult height and weight measuring scales	1				
199.	Laryngoscope set complete with blades	1				
200.	Margil's Anaesthetic Circuit Adult (Complete, Light weight)	1				
201.	Margil's Anaesthetic Circuit Paediatric (Complete, Light weight)	1				
202.	Nebuliser machine	1				
203.	Oxygen humidifier bottle	1				
204.	Stethoscopes Adult	1				
205.	Stethoscopes Paediatric	1				
206.	Allis Tissue Forceps	1				
207.	Crutches adjustable elbow	Pair				
208.	Crutches adjustable under(axilla) arm	Pair				
209	Sterile eye pads/cap	20				

210	Wheel Chairs	1				
211	Small fragment set	1				
212	Large fragment set	1				
213	Overhead theatre lights	1				

NB: The unit price will be fixed for a period of two (2) years unless where allowed under PPADA, 2015.

Name of tenderer:

Signature of tenderer Date

PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “Base Date” means a date 30 day prior to the submission of tenders.
- n) “Laws” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “Letter of Acceptance” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “Procuring Entity” means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1 If the context so requires it, singular means plural and vice versa.

2.2 Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The General Conditions of Contract
- d) Special Conditions of Contract
- e) The Form of Tender,
- f) The Specifications and Schedules of the Drawings (if any), and
- g) The Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

- a) The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- b) The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or

continuing breach of Contract.

- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

81 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) Where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

a) The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.1. Arbitration proceedings shall be conducted as follows:

10.1.1. Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.1.2. No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.1.3. Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

- 10.1.4. The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 10.1.5. Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 10.1.6. Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 10.1.7. The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.2. Arbitration Proceedings

- 10.2.1. Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Kenya National Chamber of Commerce
 - ii) Chartered Institute of Arbitrators (Kenya Branch)
 - iii) The Law Society of Kenya
- 10.2.2. The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 10.2.3. **Alternative Arbitration Proceedings**
Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.3. Arbitration with Foreign Suppliers

- 10.3.1. Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 10.3.2. The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in

Sub-Clause 1.4 [Law and Language].

10.3.3. Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.4. Failure to Comply with Arbitrator's Decision

10.4.1. The award of such Arbitrator shall be final and binding upon the parties.

10.4.2. In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.5. Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) The Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.
- 15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price - tender price)/tender price X 100*.

16. Terms of Payment

- 16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

183 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including

additional services, if any, specified in **SCC**:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and
 - b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;

- c) the place of delivery; and
- d) the Related Services to be provided by the Supplier.

- 332 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 333 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
 - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improves the quality, efficiency or sustainability of the Goods; or
 - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 336 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 337 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: University of Nairobi
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms 2020, DDP.
GCC 4.2 (b)	The version edition of Incoterms shall be INCOTERMS 2020
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: Director Supply Chain Management Services Postal address: 30197-00100 Nairobi Physical Address: Administration Block, Main Campus, along University Way Electronic mail address: directorsupplychain@uonbi.ac.ke
GCC 10.4.2	The place of arbitration shall be Nairobi Institute of Arbitration.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are:- a) Delivery note b) Invoice The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable. Unless where allowed under PPADA, 2015.
GCC 16.1	<i>Sample provision Required</i> A. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in KENYAN CURRENCY 100% QUARTERLY
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days. <u>NOT APPLICABLE</u> The interest rate that shall be applied is <i>[insert number]</i> % <u>NOT APPLICABLE</u>
GCC 18.1	A Performance Security SHALL NOT be required.
GCC 18.4	Discharge of the Performance Security shall take place: <u>NOT APPLICABLE</u>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: The publications shall be packed in cartons labelled with the name of the publication as well as the quantities contained therein.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. <u>NOT APPLICABLE</u>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and

	storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”;
GCC 25.2	Incidental services to be provided are: <u>NONE</u>
GCC 26.1	The inspections and tests shall be: <ul style="list-style-type: none"> 1) Confirmation of quantities received 2) Compare physical goods received vis-à-vis specifications provided in the tender document/contract.
GCC 26.2	The Inspections and tests shall be conducted at: Delivery Location
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 30 days. <u>NOT APPLICABLE</u>

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

i) Name: _____ [insert
Authorized Representative's name]

ii) Address: _____ [insert Authorized Representative's Address]

iii) Telephone: _____ [insert Authorized Representative's telephone/fax
numbers]

iv) Email Address: _____ [insert Authorized
Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ [email] on [date] _____ (local time)

This Notification is sent by _____ (Name and designation)

3. Notification of Intention to Award

i) Employer: _____
[insert the name of the Employer]

ii) Project: _____
[insert name of project]

iii) Contract
title: _____
[insert the name of the contract]

iv) Country: _____ [insert country where ITT is issued]

v) ITT No: _____ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in
words)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/ No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				

(Note a) State NE if not evaluated

2 How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: _____
_____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____
_____ *[insert title/position]*
 - iii) Agency: _____
_____ *[insert name of Employer]*
 - iv) Email address: _____
_____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

3 How to make a complaint

- i) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- ii) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - a) Attention: _____
_____ *[insert full name of person, if applicable]*

- b) Title/position: _____
_____ [insert title/position]
- c) Agency: _____
_____ [insert name of Employer]
- d) Email address: _____
_____ [insert email address]

iii) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

iv) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

v) There are four essential requirements:

- i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

4 **Standstill Period**

- i) **DEADLINE:** The Standstill Period is due to end at midnight on _____ [insert date] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

..... **APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of.....20..... for..... (Tender description).

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED (Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ *Notification of Award Contract No.*

This is to notify you that your Tender dated _____ *[insert date]* for execution _____ of _____ the

_____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized _____ Signature: _____
Name _____ and _____ Title _____ of
Signatory: _____

Name _____ of _____ Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made on the ___ *[insert: number]* day of ___ *[insert: month]*, ___ *[insert: year]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called “Procuring Entity”), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz,

_____ *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the

Contract at the times and in the manner prescribed by the Contract.

3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]* in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of _____ *[insert title or other appropriate designation]* in the presence of _____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:

[insert name and Address of Employer]

Date: _____ *[Insert date of issue]*

Guarantor:

[Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____
(hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with _____ (Name of Employer) _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words), 1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....2, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]

[Note: Procuring Entities are advised to use Performance Security - Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____
_____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Oblige (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of , 20 , for in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - i. complete the Contract in accordance with its terms and conditions; or
 - ii. obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

- iii. pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
- iv. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- v. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
- vi. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____

On _____ behalf _____ of _____

By _____

In _____ the _____ capacity _____ of _____

In _____ the _____ presence _____ of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: ____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words*) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____ *[Name of Authorized Official, signature(s) and seals/stamps]*

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM
 This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.
 For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.
- Directly or in directly holding 25% or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Tender Reference No.: _____ [insert identification no]
 Name of the Assignment _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

1. We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

2. We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]
 Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

Name _____ of _____ the _____ Tenderer:
_____ [insert complete name
of the Tenderer]

Name of the person duly authorized to sign the Tender on behalf of the
Tenderer: _____
[insert complete name of person duly authorized to sign the Tender]

Title _____ of _____ the _____ person _____ signing _____ the
Tender: _____ [Insert complete title
of the person signing the Tender]

Signature _____ of _____ the _____ person _____ named _____ above:
_____ [Insert signature of person whose
name and capacity are shown above]

Date signed _____ [Insert date of signing] day of [Insert month], [insert
year]