



**KENYA INSTITUTE OF MASS COMMUNICATION**

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**TENDER NO KIMC/G/05/2020-2021.**

**SUPPLY AND DELIVERY OF DRUGS (HUMAN)**

**CATEGORY A**

**FRAMEWORK CONTRACT**

**FINANCIAL YEAR 2020-2021**

**THE DIRECTOR**

**KENYA INSTITUTE OF MASS COMMUNICATION**

**P.O BOX 42422-00100**

**NAIROBI**

**TEL: 254-020 655 1555**

**CLOSING DATE- 17 APRIL, 2020 AT 10.30 AM**

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## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I INVITATION TO TENDER**  
**DATE 31/03/2020**

**CATEGORY A**

**KIMC/G/05/2019-2020**

**TENDER NAME -SUPPLY AND DELIVERY OF DRUGS (HUMAN)**

- 1.1 The **Kenya Institute of Mass Communication** invites sealed bids from eligible candidates for supply of Human Drugs.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenya Institute of Mass Communication Supplies Chain Management Uhoho Road Off Mombasa Road P.O. Box 42422-00100 Nairobi** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs 1,000.00** in cash or Bankers cheque payable to Account No-1143244362 Kenya Commercial Bank -Kicc Branch -**Kenya Institute of Mass Communication**.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **KIMC Administration Block Entrance on or before 17<sup>th</sup> APRIL 2020 at 10.30am** or be addressed to **The Director KIMC P.O. Box 42422-00100-Nairobi**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Kenya Institute of Mass Communication Nairobi**.

*Head of Supply Chain Management*  
*Kenya Institute of Mass Communication*  
**For: Director**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 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.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## 2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## 2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

- 2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring Entity will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days Prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have Received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for



purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.1 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;  
or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27  
or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamend printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **17<sup>TH</sup> APRIL 2020 at 10.30am**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **17<sup>th</sup> APRIL 2020 at 10.30am**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **17<sup>TH</sup> APRIL 2020 10:30 am.**

2.20.1 And in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents

have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22



2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity

will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 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 contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (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;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.31.4 The tender document should be serialized accordingly.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

### **Appendix to Instructions to Tenderers**

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>Particular of eligibility and qualification document of evidence required</i> (a) Certificate of incorporation (b) Tax compliance © Company profile using business Questionnaire (d) Treasury Certificate for Special groups
2.14.1	<i>Provide a bid bond( tender security) of Ksh50,000/= issued by</i>

	<i>reputable bank or insurance firms approved by Public Procurement Regulatory Authority of Kenya (PPRA)</i>
2.18.1	<i>17<sup>TH</sup> APRIL 2019 at 10.30 am</i>
2.29.1	<i>As in 2.18.1 above</i>
2.30	<i>1% of the Tender sum of the Contract if applicable.</i>

*(Complete as necessary)*

### **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.



- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected,

tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer 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.

3.9.2 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

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15 Subcontracts**

- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security 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.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.



## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security where applicable will be -1% of the Tender price in form of Bank guarantee from reputable bank.</i>
3.12.1	<i>Payment of the contract will be made to the Contractor, on the Completion of supply, inspection and acceptance of goods Within 30days after the receipt of the invoice Price adjustment will not be allowed</i>
3.18.1	<i>Both parties shall agree on the appointment of an Arbitrator for the resolution of any disputes failure to concur, the arbitrators shall be appointed by the Chairman or vice chairman of the Institute of the – Arbitrators Kenya Branch.</i>
3.19.1	<i>The Contract shall be governed by Kenyan Law</i>

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.



## 5.2 PARTICULARS

*[Text of Technical Specifications to be inserted in the tender documents by the Procuring entity, as applicable]*

### CLINIC TENDER FY 2020/2021

#### 1. Supply and Delivery of Pharmaceuticals Medicines 2020-2021

##### Specific

The following are some of the packaging condition for the tender: -

##### i. Tablets, Capsules, Caplets

All these should be packed in blister pack then packed in well closed and light resistant containers/boxes of appropriate size. These containers should be tamper-proof and sealed.

##### ii. Ampoules and Vials

Ampoules must be packed in rigid paperboard boxes, strong enough to resist crushing during transportation and storage in units of 5, 10 or similar multiples. All ampoules must have a break line and be easy to break.

#### PRICE SCHEDULE FOR GOODS

NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST IN KSH
1	50% Dextrose	50ml	8		
2	Albendazole suspension	15ml	50		
3	Alphin DS 400 mg	50's	70		
4	Alcohol Swabs	100's	30		
5	Adrenaline injection	10's	2		
6	Ascard 75	30's	22		
7	Azithrocin Syrup	15ml	10		
8	Azithrocin Tabs (3'S)	3	600		
9	Aceclofenac tablets (10's)	10's	20		
10	Beclonim Cream (15g)	15g	100		

11	Betadine Spray	each	30		
12	Deep freeze spray 150ml	150ml	12		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
13	Branula G18	each	21		
14	Branula G20	each	30		
15	Branula G22	each	30		
16	Brustan	10's	300		
17	Branula G24	30	30		
18	Celestamine tablets	30's	90		
19	Rocephin 1g	1's	10		
20	Ceftriaxone Inj 1gm	1's	150		
21	Clotrine B cream	20mg	100		
22	Clotrimazole Cream	20gm	90		
23	Crepe Bandage 2"	2"	108		
24	Crepe Bandage 3"	3"	72		
25	Crepe Bandage 4"	4"	72		
26	Crepe Bandage 6"	6"	72		
27	Olympian Knee support Long - L	pack	20		
28	Olympian Knee support Long - XL	pack	20		
29	Olympian ankle support L	pack	20		
30	Olympian ankle support XL	pack	20		
31	Cyclopam Tabs	20's	6		
32	Deap Heat Rub	30gm	100		
33	Volin Gel 30g	30g	100		
34	Diclofenac Gel (20gms)	20gms	150		
35	Elastoplast	100's	8		

36	Antibacterial Sensitive elasto-plaster	100's	4		
37	Assorted adhesive bandage	100s	12		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
38	Large size Hypoallergenic non-woven medical bandage	12's	10		
39	Surgical adhesive non-woven wound care dressing patch	12's	10		
40	Water resistant alastoplast 100's	100's	8		

41	Fluconazole caps 200mg (20'S)	20's	30		
42	Flugone Tabs	10's	150		
43	Hydrocotisone Cream (15mg)	15mg	50		
44	Hydrocotisone Inj 100mg	10's	6		
45	Ciprofloxacin tablets 10's	10's	500		
46	Tolnaftate powder 75mg	75mg	10		
47	Extra derm cream 20mg	20mg	50		
48	Griseofulvin tabs 500mg	100's	4		
49	Ketoconazole 200mg	30's	60		
50	Needles G21	100's	3		
51	Needles G23	100's	3		
52	Omeprazole 20mg	100's	60		
53	Seven Seas Joint Care Caps	30's	90		
54	Ca-C 1000mg Sandoz effervescent tab	10's	30		

55	Sterile Gauze Swabs 4"	100's	30		
56	Loperamide 2mg caps	10 x 10	4		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
57	Transpore tape (4")	4"	30		
58	Transpore tape 2"	2"	10		
59	Surgical Blades G23	100's	3		
60	Candid Mouth Paint	15ml	30		
61	Esomeprazole 40 mg (30'S)	30's	60		
62	Pylotrip Kit	7kits	30		
63	Terbex Tabs (10'S)	10's	60		
64	Trio Kit (4'S)	4's	150		
65	Brozedex syrup 100ml	100ml	200		
66	Rhinathiol Expectorant 100ml	100ml	100		
67	Zeecof syrup	100ml	60		
68	Benylin Dry cough 100ml	100ml	100		
69	Ambrox Syrup	100ml	100		
70	Anustat Ointment (15gms)	15gms	20		
71	Aristoplex Syrup	100ml	10		
72	Arstofol Fe (100'S)	2	15		
73	Atrizin Syrup (60ml)	60ml	60		
74	Atrizin Tabs (100'S)	100's	20		
75	Ventolin Inhaler 1's	1's	20		
76	Azmasol Inhaler (1'S)	1's	60		
77	Betadine Mouth Wash (100ml)	100ml	60		
78	Bextram Gold Tabs (30'S)		20		

		30's			
79	Cefotil 500 Tabs (10'S)	10's	15		
80	Zinnat tablets 10's	10's	200		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
81	Dextracin eye drops	7.5ml	100		
82	Hycorum eye drops	15ml	20		
83	Gentamycins eye drops	7.5ml	10		
84	Ciproken Eye	10ml	30		
85	Probeta N eye drop	7.5ml	100		
86	Comet 500mg (100'S)	100's	4		
87	Cox B 100 (50'S)	50's	30		
88	Cox B 200 (50'S)	50's	30		
89	Enaril 5 (100'S)	100's	6		
90	Eracef 1gm (1'S)	1's	60		
91	Etorixx 60mg Tabs (40'S)	40's	15		
92	Etorix 90mg Tabs (40'S)	40's	15		
93	Evo Tabs (20'S)	20's	30		
94	Relcer gel suspension	180ml	40		
95	Flatameal Suspension (200ml)	200ml	100		
96	Flatameal Tabs (200'S)	200's	8		
97	Fungidal GC (10gms)	10gm	100		
98	Fastum gel 2.5 %	30g	100		
99	Kop Gel Cream (30gms)	30gm	100		
100	Montelukast tablets	10's	18		
101	Mucospel Syrup		90		

		100ml			
102	Napa Extra (120'S)	120's	60		
103	Neosten Cream 20gms)	20gm	60		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
104	Neurobion forte	5x10	90		
105	Dettol liquid soap	200ml	10		
106	Orbidex T (5ml)	5ml	20		
107	Proceptin Caps	30's	90		
108	Prosam HZ (30'S)	30's	45		
109	Secnid DS (50'S)	50's	6		
110	Silverex Tubes (25gms)	25mg	15		
111	Triocim Caps (16'S)	16's	40		
112	Austat cream		100		
113	Cartil super forte tablets	30's	60		
114	Atenolol 25mg	28's	30		
115	Atenolol 50mg	28's	30		
116	Loratadine dispersible tabs 100's	100's	4		
117	Buscopan Injection (AMP)	10's	30		
118	Clanoxy 625mg (10'S)	10's	600		
119	Combisol Tabs (100'S)	100's	6		
120	Couch white sheets- clinical		10		
121	Tranexamic Acid 500mg		30		
122	Disposable gowns	piece	500		
123	Clarithromycin tablets	10's	30		
124	Deflux Tabs	100's	16		
125	color coded dust bins		4		

	yellow, black, red				
126	Color coded bin liners Yellow, red, Black	100's	16		
127	Color coded buckets		4		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
128	Diarobic 500mg (10'S)	10's	30		
129	glucoplus glucometer kit 1's		2		
130	Floranorm (Pack)	10's	20		
131	on call plus strips	50's	5		
132	on call plus glucometer testing kit		1		
133	Omron blood pressure machine		2		
134	Glucoplus Strips 83 (25'S)		3		
135	mCare nitrile powder free Gloves	100's	50		
136	Lifcin 500mg tablets	20's	3		
137	Scrubs sky blue, maroon, black	piece	8		
138	Momento Tabs (100'S)	100's	3		
139	Napa Syrup (60ml)	60ml	3		
140	Omastin capsules 150mg	20's	10		
141	Oxybal Tabs (10'S)	10's	3		
142	Revister 500mg capsules (20'S)	20's	45		
143	Ritalin Tab (30'S)	30's	3		
144	Strepsils regular (100'S)	100's	100		
145	Syringes 10cc (100'S)	100's	3		
146	syringes 5cc (100'S)	100's	3		
147	Terbex Cream (15gms)	15gms	90		
148	Disposable cups 25's	50mls	200		
149	Ibuprofen tablets 400mg 100's	10 x10	50		

150	Effervescent paracetamol 1g	100's	20		
151	Paracetamol 500mg 10 x10 blister pack	100's	100		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
152	Tripec Syrup (60ml)	60ml	10		
153	Zolfin (150'S)	150's	20		
154	color coded dust bins bags	100's roll	10		
155	coldcap	10's	300		
156	Aminosidine tablets 250mg 24's	24's	40		
157	Nystatin oral drops	30ml	50		
158	Betapyn tablets	18's	200		
159	Benadryl capsules	10's	30		
160	Myospaz tablets 10x10	100's	200		
161	Chesty cough drops	100's	100		
162	Zyncet 10mg (200'S)	200's	10		
163	Paracetamol tablets 1g	100's	300		
164	Mortein doom - odorless	600ml	10		
165	Portable stretcher	piece	1		
166	Reclining wheel chair With brakes and leg resting place	piece	2		
167	Buscopan plus tablets 50's	50's	100		
168	Physiogel cream	100ml	8		
169	Sodium chloride 500ml bottle	500ml	100		
170	Coartem AL 24's	24's	20		
171	Voltaren Emulgel spray	100ml	10		
172	Viggie Self adherent soft silicone dressing for scar care 5cm x 9cm	12's	100		



173	Oxygen concentrate	piece	1		
174	Stethoscope - litmans	piece	2		
175	Vein Finder	piece	1		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
177	Ponstan forte 50's	50's	10		
178	Duphalac-Lactulose solution 120ml	120ml	10		
179	Ketoprifen tablets 400mg	100's	20		
180	Fluticasone furoate 27.5mcg spray		40		
181	Lancets 1000's	1000's	4		
182	Enat cream	50g	20		
183	Epimax cream	400g	4		
184	Dust Coats	piece	4		
185	Savlon Disinfectant 1litres	1litre	8		
186	Water for injection 100ml	100ml	4		
187	Aveeno soap for eczema	280ml	40		
188	Amoxicillin capsules 500mg Blister pack 100'S	100's	20		
189	Cefuroxime tablets 500mg	10's	200		
190	Activated Charcoal Tablets	100's	2		
191	Doxycycline capsules 100mg	100's	4		
192	Etamyslate tablets 500mg	500mg	20		
193	Flucloxacillin capsules 500mg	30's	40		
194	Buscopan tablets 10mg	100's	16		
195	Mefenamic capsules 250mg	100's	8		
196	Meloxicam tablets 7.5mg 20's	20's	8		
197	Metronidazole tablets 400mg 100'S	100's	2		
198	Promethazine tabs 25mg 100's	100's	2		
199	Atrest 0.25mg/0.5mg tabs	10's	8		
200	Salbutamol Tablets 4mg 100's	100's	8		
201	Good morning syrup	100ml	40		

202	Zinc sulphate tablets 100's	100's	2		
203	Zinnat suspension 250mg	250mg/5ml	2		
204	Oral rehydration salts 20's	20's	2		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
205	Clotrimazole pessaries 200mg	3's	60		
206	Acyclovir cream 15mg	15mg	20		
207	Hp Printer Catridge/toner 85A	piece	4		
208	Saline nasal drops 0.9% 10ml	10ml	10		
209	Blister pack Ampiclox caps 500mg 100's	100's	8		
210	Hydrogen peroxide 6% 200ml	200ml	4		
211	Dressing pack	piece	5		
212	Sodium Hypochlorite 6% 5litres	5litres	8		
213	Plastic disposable gloves medium	100's	4		
214	Scalp vein g23 per set	set	100		
215	Scalp vein g 25 per set	set	100		
216	Disposable blue surgical mask 50pack	50'ss per pack	10		
217	Sharps container 5liter	5litre	10		
218	Envelopes for medicines printed 1000's	1000's	4		
219	Medicine packing bag khaki No 6 1kg	1kg	8		
220	Medicine packing khaki No 5 1kg	1kg	8		
221	Arm sling Triangular bandage per piece	piece	10		
223	Osteocare tablets 30 pack	30's	100		
224	Auto clave tape per roll	roll	2		
	Thermometer Infra-Red	piece	2		
226	Welchallyn Otoscope probe parts 40's	50's	10		
227	Welchallyn Otoscope	piece	1		
228	Cartil super forte 30's	30's	40		
229	Deep heat spray	150ml	12		
230	Deep freeze spray	150ml	12		
231	Weighing scale -BMI	piece	1		
232	Ranferon capsules	30's	16		
233	Ranferon syrup	200ml	10		

234	Trimetabol Syrup	200ml	10		
235	Hand sanitizer 500ml	500ml	200		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
236	Ascoril syrup 100ml	100ml	100		
237	Benylin for flu 200ML	200ml	100		
238	Otrivine nasal spray	10ml	16		
239	Artemether Lumefantrinne 24'S	24's	40		
240	Artificial tears drops	15ml	20		
241	Alcohol lens cleaner	20ml	10		
242	Clotrimazole Powder	100g	10		
243	Grabacin -3 Triple antibiotic Ointment	20mg	40		
244	Translucent tape with pores	1''	10		
245	Diclofenac Injections 10's	10's	4		
246	Zolpirex 10mg tabs	10's	10		
247	Tetanus toxoid injection	10ml	10		
248	Benylin Chesty	100ml	100		
249	Benylin expectorant	100ml	100		
250	Methodex cough expectorant	200ml	50		
251	Terbized 1% cream	1%	100		
252	Leeflox 500mg 5's	5's	100		
253	Neuro forte tablets 20's	20's	10		
254	Sinarest vapo caps 10's blister	10's	100		
255	Charcoal tablets	100's	4		
256	Karvol decongestant inhation capsules 10's	10's	100		
257	Dentogel	20g	40		
258	Solvin plus liquid 120ml	120ml	100		
259	Ice pack 700ml 1's	pack	8		
260	Panadol Extra tabs 100's	100's	20		
261	Voligel 30mg	30mg	100		
262	Azitcor 500 3's	3's	100		
263	Ciprocor 500mg 10's	10's	100		
264	Etamysylate tablets	10's	20		
265	Montecor plus 1x10	10's	100		
266	Eno satchets box	30's	4		
267	Diarobic 500mg 10's	10's	100		
268	Salbutamol tablets 4mg	100's	14		
269	Cetirizine- D tabs 100's	100's	8		
270	Xylometazoline nasal drops – otrivin	15ml	40		
271	Cotton wool roll big size	roll	4		

272	Kofarest syrup	100ml	100		
<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST IN KSH</b>
273	Flucaz 200mg Capsules 10 x 1 x10	10's	4		
274	Bronly expectorant	100ml	100		
275	Calamine lotion 15%	150ml	10		
276	IV giving per set g21	set	10		
277	Surgical spirit 5 litres	5litre	4		
278	Jik bleach 10litres	1litre	8		
279	Grabacin powder	10gms	10		
280	dettol disinfectant 1litres	1litre	12		
281	Aloe vera gel	2litres	100		
282	Essential oils-lavender	15ml	5		
283	N95 Mask	10's	20		
	<b>COLOR CODED DUSTBINS FOR CLINIC</b>				
285	black	No	2		
285	yellow	No	1		
287	red	No	1		
	<b>STERILIZATION BUCKETS</b>				
288	white	No	2		
289	red	No	2		
290	green	No	2		

## SECTION VI - SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment)
--------	-------------	----------	------------------------------

In  
Weeks/months from \_\_\_\_\_<sup>1</sup>

---

<sup>1</sup> The Procuring entity must specify here the date from which the delivery schedule will start. That date should be either the date of the contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross reference to this Schedule.

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## EVALUATION CRITERIA

### MANDATORY REQUIREMENT (MR) TO QUALIFY

The following mandatory requirements must be met notwithstanding other requirements before the application is qualified for further evaluation as per technical specifications:

NO	REQUIREMENTS	APPLICANT RESPONSE –YES/NO
MR1	Provide documentary evidence of the company's certificate of incorporation/ registration	
MR2	Provide certified copy of the company's valid current certificate of tax compliance issued by Kenya revenue authority(KRA)	
MR3	Submit a completed company's profile using the confidential business questionnaire format attached	
MR4	Provide a bid bond (tender security) of Kshs 50,000.00.	
MR5	Provide audited accounts for the last two financial years.	
MR6	Submit signed & stamped Tender standard Forms	
MR7	License from pharmacy and poisons board to supply drugs	
MR7	Registration certificate from pharmacy and poisons board and the code no.	
MR8	Bidders should have their documents paginated to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format 1,2,3,4.....to the last page	

## TECHNICAL EVALUATION

### Technical Evaluation

	Evaluation attribute	Tenderer's response	Weight score	Max score %
1	Provide a list of at least 3 clients and reference to which the company has supplied similar items in the last two years (attach copies of LPO/references /contract awarded	Attach lpos and recommendations	<ul style="list-style-type: none"> <li>• 5 or more clients: 20marks.</li> <li>• Others prorated at: 10 marks</li> </ul> Number of clients x30/5	20
2	Provide a list of at least 1 adequate distribution vehicles evidenced by ownership/leasing documents/SLA agreements	Attach logbook,lease or hire documents	<ul style="list-style-type: none"> <li>• One or more distribution motor vehicles <b>10 marks</b></li> </ul>	10
3	Number of years in business of selling/distributing drugs.	Attach certificate of incorporation.	<ul style="list-style-type: none"> <li>• 5Years and above: 10 marks.</li> <li>• Others prorated at: Number of years x10/5</li> </ul>	10
5	List of personnel in employment proposed to be dedicated for the required supply: (A)Management personnel-provide a signed CV for person dedicated for the delivery. (B)Other supportive staff; personnel proposed to be working with the proposed manager	Attach evidence of CVs	<ul style="list-style-type: none"> <li>• One (1) CV and above-10 marks others nil-submit signed CV.<b>5 marks</b></li> <li>• 10 employees and above and above scores <b>20 marks.</b></li> <li>• 5-9 employees scores <b>10 marks.</b></li> <li>• 2-4 employees scores <b>5 marks.</b></li> </ul> (The category should be supported by a list of employees indicating their employment status i.e. permanent or others)	30



6	Financial stability(liquidity) a) Profitability margin*(1-10%)	Attach audited accounts	<ul style="list-style-type: none"> <li>Profitability of (10% and above) <b>10mks.</b></li> <li>Profitability Below 10%.<b>5mks</b></li> </ul>	<b>10</b>
7	b) Liquidity Ration** 2:1 OR 1:1	Attach balance sheet	<ul style="list-style-type: none"> <li>Ratio 2:1 <b>10mks.</b></li> <li><b>1:1 5 marks</b></li> </ul>	<b>10</b>
8	License from pharmacy and poison board to supply drugs	Attach a copy of the letter.	<ul style="list-style-type: none"> <li><b>10 marks</b></li> </ul>	<b>10</b>
<b>ALL DOCUMENT MUST BE STAMPED</b>				<b>100%</b>

**Passmark 70%.bidders not attaining pass mark will be disqualified**

Note:

\*profitability margin =  $\frac{\text{EBIT}}{\text{Gross Revenue/sales}}$

\*\* Liquidity ratio =  $\frac{\text{current ratio}}{\text{Current liabilities}}$

EBIT =Earnings before Interest and Taxes

**Note: The Institution may carry out due diligence to clarify on some issues in compliance with the Public Procurement and Asset Disposal Act, 2015.**

Financial will be ranked and the best ranked having the lowest price will be declared the lowest Evaluated Tender.

s/n	Name of tenderers listed from the lowest to the highest tender price	Rank
1.		
2.		
3.		

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert equipment description)*) in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... *(Procuring entity)*.

4. We agree to a bid by this Tender for a period of ..... *[Number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business  
You are advised that it is a serious offence to give false information on this form

### *Part 1 – General:*

Business Name .....  
 Location of business premises. ....  
 Plot No..... Street/Road .....  
 Postal Address ..... Tel No. .... Fax ..... E mail .....  
 Nature of Business .....  
 Registration Certificate No. ....  
 Maximum value of business which you can handle at any one time – Kshs. ....  
 Name of your bankers ..... Branch .....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <ul style="list-style-type: none"> <li>• Citizenship details ..... .....</li> <li>•</li> </ul>																				
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
Name	Nationality	Citizenship Details	Shares																		
1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p>																				

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
Date .....		Signature of Candidate .....		

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

### 8.3 TENDER SECURITY FORM

Whereas ..... [*Name of the tenderer*]  
(Hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the supply, installation and commissioning of ..... [*Name and/or description of the equipment*] (Hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (Hereinafter called “the Bank”), are bound unto ..... [*Name of procuring entity*] (Hereinafter called “the Procuring entity”) in the sum of ..... For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[*Signature of the bank*] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*Country of Procurement entity*] (Hereinafter called “the Procuring entity) of the one part and ..... [*Name of tenderer*] of ..... [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*Contract price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer
  - (b) The Schedule of Requirements
  - (c) The Technical Specifications
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of contract; and
  - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_)

*(Amend accordingly if provided by Insurance Company)*



## 8.5 PERFORMANCE SECURITY FORM

To .....

*[Name of procuring entity]*

WHEREAS ..... *[Name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract  
No. \_\_\_\_\_ *[Reference number of the contract]* dated \_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply  
..... *[Description of goods]*  
(Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... *[Amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[Name of procuring entity]

[Name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [Name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [Amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [Amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [Date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]* .....

WHEREAS ..... *[Name of the manufacturer]* who are established and reputable manufacturers of ..... *[Name and/or description of the goods]* having factories at ..... *[Address of factory]* do hereby authorize ..... *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[Reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[Signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

## 8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**G. TENDER-SECURING DECLARATION (MANDATORY)**

Date: .....[insert **date** (as day, month and year)] Tender  
No.:.....[insert **number of Tendering process**] Alternative  
No.: /.....[insert **identification No if this is a Tender for an  
alternative**] To: .....[insert  
**complete name of Procuring Entity**] We, the undersigned, declare that: We  
understand that, according to your conditions, Tenders must be supported by  
a Tender-Securing Declaration. We accept that we will automatically be  
suspended from being eligible for Tendering in any contract with the  
Procuring Entity for the period of time  
of .....[insert **number of months or  
years**] starting on .....[insert **date**], if  
we are in breach of our obligation(s) under the Tender conditions, because  
we;

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

*(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)*

I/We/Messrs.....

Of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No .....

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

Authorized Signature.....

Name and Title of Signatory.....

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**

**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*) of  
.....dated the...day of .....20.....in the matter of Tender No.....  
...of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax 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.
- Etc.

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

- 1.
- 2.
- Etc

SIGNED ..... (Applicant)

Dated on.....day of ...../...20...  
\_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED  
Board Secretary

**FOLLOWING THE EXECUTIVE ORDER NO.2 OF 2018 ISSUED BY THE  
PRESIDENCY**

**Mandatory document (fill the form with details)**

NO	REQUIREMENT	REQUIREMENT
1	Supplier Name	
2	KRA Pin Number	
3	Supplier Telephone Number.	
4	Supplier Postal Address	
5	Registration Number	
6	Tax Compliance Expiry Date;	
7	License/Permit Number.	
8	Permit Expiry Date;	
10	Technical Capability Statement - Core Competencies Of The Firm - Past Performance (Similar Contracts With Government Entities/Private Entities) - Number Of Full Time Employees	
11	Company/Supplier Turnover yearly	
12	Available Lines Of Credit	
13	Names Of Directors	
14	Companies yearly turnover	