

MURANG'A COUNTY GOVERNMENT



STANDARD PROCUREMENT

OF GOODS DOCUMENT

FOR

**MCG/013/2018-2019 - Supply and Delivery
of Pharmaceutical Drugs**

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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 _____

TENDER REF NO: MCG/O15/2018-2019

TENDER NAME: Supply and Delivery of Non-Pharmaceutical Items and Dressings

- 1.1 The Murang'a County Government invites sealed bids from eligible candidates for Supply and Delivery of Non-Pharmaceutical Items and Dressings.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Murang'a County Government Offices P.O Box 52-10200 Murang'a 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/= in cash or Bankers cheque payable to Murang'a County Government. You may also download the document free of charge from our website.
- 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 ground floor, Murang'a County Government Headquarters or be addressed to the County Secretary, Murang'a County Government, P.O Box 52-10200, Murang'a so as to be received on or before **7th August 2018 at 10:00 am.**
- 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 Conference room 1st Floor.

Director, Supply Chain Management
For: County Secretary

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 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1.1 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 its 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

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

2.13.1.1 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.

2.13.1.2 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.

2.13.2 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

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 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
- 2.14.4 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.
- 2.14.5 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
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 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
- 2.14.8 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 unamended 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.

2.17 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," **7th August 2018at 10:00am.**

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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **7th August 2018at 10:00am**.

2.18.2 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 not 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

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **7th August 2018at 10:00am** 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 quantity, 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 date 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 any thing 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.

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

Interested bidders must attach documentary evidence of the following:

- 1. Certificate of Registration / Incorporation**
- 2. Copy of VAT and PIN Certificate from KRA**
- 3. Valid tax compliance certificate**
- 4. Current Single Business Permit**
- 5. Details of Company Directors (CR12)**
- 6. Current annual practice licence for pharmaceutical technologist**
- 7. Valid Pharmacy and Poisons Board Certificate**
- 8. Current premises registration certificate for pharmaceutical technologist's practice**
- 9. Complete and properly fill the Confidential Business Questionnaire indicating the contact person, telephone no. And email address of the firm**
- 10. Bidders MUST Serialize all pages of the bid document submitted.**

NB.

- 1. The successful bidders will be engaged on a framework contract based on the responsive bidder's quoted prices visa vis a market survey for the period 2018-2020 financial years.**
- 2. You are informed that due diligence will be undertaken to confirm the validity of any certificate attached from the relevant bodies**

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 it's 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>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

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

SUPPLY AND DELIVERY OF PHARMACEUTICAL DRUGS

PHARMACEUTICAL ITEMS				
-	<u>Product Name</u>	<u>Product Category</u>	<u>Pack Size</u>	<u>UNIT COST</u>
1	Acetylsalicylic Tablets 75mg-enteric coated	Tablets and Capsules	28s	
2	Aspirin Tablets 300mg	Tablets and Capsules	1000s	
3	Atorvastatin 20mg tablets (Film coated, blister pack)	Tablets and Capsules	30s	
4	Acyclovir Tablets 400mg	Tablets and Capsules	100s	
5	Aceclofenac 100mg tabs	Tablets and Capsules	100s	
6	Albendazole Tablets 400mg	Tablets and Capsules	500s	
7	Amitriptyline Tablets 25mg	Tablets and Capsules	1000s	
8	Amlodipine Tablets 5mg	Tablets and Capsules	100s	
9	Amoxicillin /Clavulanic Acid Tablets 500mg/125mg	Tablets and Capsules	10s	
10	Amoxycillin/Clavulanic Dispersible Tablets 228.5mg	Tablets and Capsules	10s	
11	Amoxicillin cap 250mg	Tablets and Capsules	1000s	
12	Amoxicillin oral 250mg dispersible	Tablets and Capsules	100s	
13	Ampicillin/Cloxacillin Capsules 500mg	Tablets and Capsules	500s	
14	Atenolol Tablets 50mg	Tablets and Capsules	1000s	
15	Azithromycin Tablets 500mg	Tablets and Capsules	3s	
16	Aminosidine 250mg tablets	Tablets and Capsules	20s	
17	Budesonide Inhaler, 200mcg, 200 Doses Canister	Tablets and Capsules	bottle	

18	Bisacodyl Tablets 5mg	Tablets and Capsules	100s	
19	Bromocriptine Tablets 2.5mg	Tablets and Capsules	30s	
20	Cefixime Tablets 400mg	Tablets and Capsules	10s	
21	Cefuroxime 250mg Tablets	Tablets and Capsules	10s	
22	Carbimazole Tablets 5mg	Tablets and Capsules	100s	
23	Cephadrine Capsules 500mg	Tablets and Capsules	72s	
24	Cetirizine Tablets 10mg	Tablets and Capsules	100s	
25	Carvedilol Tablets 12.5mg, 28 Pack	Tablets and Capsules	28s	
26	Chlorpheniramine Tablets 4mg	Tablets and Capsules	1000s	
27	Ciprofloxacin Tablets 250mg	Tablets and Capsules	1000s	
28	Clarithromycin Tablets 500mg	Tablets and Capsules	40s	
29	Clomiphene Tablets 50mg	Tablets and Capsules	10s	
30	Co-trimoxazole Tablets 480mg	Tablets and Capsules	1000s	
31	Compound Magnesium trisilicate Tablets 370mg	Tablets and Capsules	1000s	
32	Clopidogrel 75mg	Tablets and Capsules	30s	
33	Celecoxib tabs	Tablets and Capsules	100s	
34	Diazepam Tablets 5mg	Tablets and Capsules	1000s	
35	Diclofenac Sodium Tablets 50 mg	Tablets and Capsules	1000s	
36	Digoxin Tablets 250mcg	Tablets and Capsules	500s	
37	Digoxin Tablets 125mcg	Tablets and Capsules	500s	
38	Dihydrocodeine phosphate Tablets 30mg	Tablets and Capsules	100s	
39	Doxycycline Capsules 100mg	Tablets and Capsules	1000s	
40	Dexamethasone tabs 0.5 mg	Tablets and Capsules	100s	

41	Diloxanide Furoate/Metronidazole Tablets 250mg/200mg	Tablets and Capsules	30s	
42	Domperidone 10mg tablets (Film Coated), Blister Packs	Tablets and Capsules	100s	
43	Enalapril Tablets 5mg	Tablets and Capsules	100s	
44	Erythromycin Tablets 500mg	Tablets and Capsules	100s	
45	Esomeprazole 20mg Tablet	Tablets and Capsules	30s	
46	Fluconazole Capsules 50mg	Tablets and Capsules	28s	
47	Ferrous sulph./folic acid Tablets 200mg/400mcg	Tablets and Capsules	1000s	
48	Ferrous sulphate Tablets 200mg	Tablets and Capsules	1000s	
49	Flucloxacillin Capsules 250mg	Tablets and Capsules	1000s	
50	Folic acid Tablets 5mg	Tablets and Capsules	100s	
51	Furosemide Tablets 40mg	Tablets and Capsules	1000s	
52	Gabapentin capsules 300mg	Tablets and Capsules	30s	
53	Gliclazide Tablets 80mg	Tablets and Capsules	28s	
54	Glibenclamide Tablets 5mg	Tablets and Capsules	1000s	
55	Griseofulvin Tablets 250mg	Tablets and Capsules	1000s	
56	Griseofulvin Tablets 125mg	Tablets and Capsules	1000s	
57	Hydrochlorothiazide Tablets 50mg	Tablets and Capsules	1000s	
58	H. Pylori Kit 500mg, 14 tablets, Kit (Lansoprazole 30mg, Clarithromycin 500mg, Amoxicillin 1gm)	Tablets and Capsules	Kit	
59	Hydralazine Tablets 25mg	Tablets and Capsules	100s	
60	Hyoscine Butylbromide Tablets 10mg	Tablets and Capsules	1000s	
61	Hydroxychloroquine 200mg	Tablets and Capsules	30s	
62	Ibuprofen Tablets f/c 200mg	Tablets and Capsules	1000s	

63	Ivermectin 3mg	Tablets and Capsules	10s	
64	Itraconazole 100mg Caps	Tablets and Capsules	4s	
65	Ketoconazole Tablets 200mg	Tablets and Capsules	30s	
66	Lorsatan 50mg tablets (Blister Pack)	Tablets and Capsules	30's	
67	Losartan/Hydrochlorthiazide 50mg/12.5mg	Tablets and Capsules	28s	
68	Levofloxacin 500mg tablets (Blister Packs)	Tablets and Capsules	10s	
69	Levothyroxine sodium Tablets 100mcg	Tablets and Capsules	100s	
70	Loperamide Capsules - 2mg	Tablets and Capsules	100s	
71	Myospaz (Diclofenac/Paracetamol/Chlorzoxanone)	Tablets and Capsules	100s	
72	Mebendazole Tablets 100mg	Tablets and Capsules	1000s	
73	Metformin Tablets 500mg	Tablets and Capsules	1000s	
74	Methyldopa Tablets 250mg	Tablets and Capsules	1000s	
75	Metoclopramide Tablets 10mg	Tablets and Capsules	100s	
76	Metronidazole Tablets 200mg	Tablets and Capsules	1000s	
77	Metolazone tablets 5mg	Tablets and Capsules	30s	
78	Meclizine / Caffeine Tablets 25mg/20mg	Tablets and Capsules	30s	
79	Mefenamic capsules 250mg	Tablets and Capsules	100s	
80	Meloxicam Tablets 7.5mg	Tablets and Capsules	20s	
81	Methotrexate Tablets 2.5mg	Tablets and Capsules	100s	
82	Misoprostol 200mcg Tablets (Cytotec)	Tablets and Capsules	30s	
83	Montelukast 5 mg Tablets	Tablets and Capsules	30s	
84	Multi-Vitamin Tablets	Tablets and Capsules	1000s	
85	Nalidixic Acid Tablets 500mg	Tablets and Capsules	1000s	

86	Nitrofurantoin Tablets 100mg	Tablets and Capsules	100s	
87	Norethisterone Tablets 5mg	Tablets and Capsules	100s	
88	Norfloxacin Tablets 400mg	Tablets and Capsules	100s	
89	Nifedipine Tablets s/r 20mg	Tablets and Capsules	1000s	
90	Omeprazole Capsules 20mg	Tablets and Capsules	1000s	
91	Osteocare vitabiotics	Tablets and Capsules	30s	
92	Ornidazole 500mg	Tablets and Capsules	10s	
93	Paracetamol Tablets 500mg	Tablets and Capsules	1000s	
94	Paracetamol/Codeine/Caffeine/Doxylamine 450mg/10mg/30mg/5mg (Betapyn)	Tablets and Capsules	18s	
95	Phenobarbitone Tablets 30mg	Tablets and Capsules	100s	
96	Phenytoin Sodium Capsules 100mg	Tablets and Capsules	84s	
97	Praziquantel Tablets 600mg	Tablets and Capsules	100s	
98	Pioglitazone Tablets 30mg	Tablets and Capsules	28s	
99	Prednisolone Tablets - 5mg	Tablets and Capsules	1000s	
100	Proguanil Tablets 100mg	Tablets and Capsules	56s	
101	Promethazine Tablets 25mg	Tablets and Capsules	1000s	
102	Propranolol Tablets 40mg	Tablets and Capsules	100s	
103	Pyridoxine (Vitamin B6) Tablets 50mg	Tablets and Capsules	100s	
104	Pregabalin 150mg capsules (Blister pack)	Tablets and Capsules	30s	
105	Risperidone Tablets 1 mg	Tablets and Capsules	1000s	
106	Retinol (vitamin A) palmitate Capsules 50,000 IU	Tablets and Capsules	500s	
107	Salbutamol Tablets 4mg	Tablets and Capsules	1000s	

108	Secnidazole Tablets 500mg	Tablets and Capsules	4s	
109	Spironolactone 25mg Tablets	Tablets and Capsules	100s	
110	Tamoxifen 20mg	Tablets and Capsules	30s	
111	Tinidazole Tablets 500mg (f/c)	Tablets and Capsules	500s	
112	Tramadol Tablets	Tablets and Capsules	100s	
113	Tranexamic acid Tab 250 mg	Tablets and Capsules	100s	
114	Tamsulosin 0.4 mg	Tablets and Capsules	20s	
115	Valacyclovir Tabs 500mg	Tablets and Capsules	10s	
116	Valproic Acid (Sodium Valproate) Tablets 200mg	Tablets and Capsules	100s	
117	Vitamin B complex (B1, B6 and B12)	Tablets and Capsules	1000s	
118	Vinpocetine tabs (Cavinton) 5 mg	Tablets and Capsules		
119	Warfarin Tablets 5mg	Tablets and Capsules	100s	
120	Zedcal tablets	Tablets and Capsules	30s	
121	Zinc Tablets 20mg	Tablets and Capsules	100s	
122	Salbutamol Inhaler 100mcg/Actuation	INHALER	Can	
123	Salbutamol+Beclomethasone 200 doses	INHALER	Can	
124	Albendazole Suspension 100mg/5ml	Oral Liquids	20ml	
125	Ampiclox Suspension	Oral Liquids	bottle	
126	Amoxicillin oral Susp 125mg/5mL	Oral Liquids	100ml	
127	Amoxicillin/clavulanic acid oral Susp 312.5mg/5mL	Oral Liquids	100ml	
128	Antacid Gel (Relcer)	Oral Liquids	200ml	
129	Antihistamine Syrup (Each 5 ml Contains Salbutamol 2mg, Bromhexine 4mg, Guaiphenzin 100mg)	Oral Liquids	100ml	
130	Azithromycin Suspension 200mg/5ml	Oral Liquids	15ml	
131	Cefuroxime Suspension 125mg/5ml	Oral Liquids	50ml	
132	Cephalexin Suspension 125mg/5ml	Oral Liquids	100ml	
133	Cetirizine Syrup 5mg/5ml	Oral Liquids	60ml	
134	Chlorpheniramine syrup 2mg/5mL	Oral Liquids	5l	

135	Cotrimoxazole susp 240mg/5mL	Oral Liquids	50ml	
136	Clarithromycin Suspension 125mg/5ml	Oral Liquids	70ml	
137	Diloxanide Syrup/Metronidazole 100mg/125mg/5ml	Oral Liquids	100ml	
138	Digoxin Elixir/Oral Solution 50mcg/ml	Oral Liquids	60ml	
139	Erythromycin Suspension 125mg/5ml	Oral Liquids	100ml	
140	Epilim Syrup	Oral Liquids	200ml	
141	Flucloxacillin Suspension 125mg/5ml	Oral Liquids	100ml	
142	Fluconazole Suspension 50mg/5ml	Oral Liquids	35ml	
143	Ibuprofen Suspension 100mg/5ml	Oral Liquids	60ml	
144	Lactulose solution 3.4mg/ml,200ml	Oral Liquids	200ml	
145	Metronidazole Susp 200mg/5mL	Oral Liquids	100ml	
146	Multivitamin Syrup	Oral Liquids	5l	
147	Nystatin oral Susp 100,000 IU/mL	Oral Liquids	30ml	
148	Oral Rehydration Salt + Zinc Tablets 500ml/20mg, 4sachets/10 tablets	Oral Liquids	Pack	
149	ORS sachet (for 500mL) low osmolality	Oral Liquids	Sachet	
150	Paracetamol Syrup 120mg/5mL	Oral Liquids	5l	
151	Promethazine Syrup 5mg/ml, 60ml	Oral Liquids	60ml	
152	Salbutamol Sulphate respirator(nebulizing) solution,5mg/ml, 10ml bottle	Oral Liquids	10ml	
153	Salbutamol Syrup 2mg/5ml	Oral Liquids	100ml	
154	Amikacin Injection	Injections	vial	
155	Adrenaline (epinephrine) Inj 1mg/1mL amp	Injections	amp	
156	Anti-D(Rh) Inj 300mcg	Injections	vial	
157	Antirabies Immunoglobulin, 200IU/ml, 5ml vial	Injections	vial	
158	Artesunate Inj 60mg vial	Injections	5's	
159	Atropine sulphate Inj 1mg/mL, 1mL amp	Injections	amp	
160	Aminophylline Injection, 250mg/10ml	Injections	amp	
161	Amphotericin B Injection, 50mg, Vial	Injections	vial	
162	Anti-Snake Venom (African - Tropicalized), Vial	Injections	vial	
163	Benzathine penicillin Inj 2.4 MU vial pfr	Injections	vial	
164	Benzylpenicillin Inj -5mu	Injections	vial	
165	Benzylpenicillin Inj 600mg (1 MU) vial pfr	Injections	vial	
166	Ceftazidime Inj 1g	Injections	vial	
167	Ceftriaxone Injection (Generic) IV/IM, 1g Vial	Injections	Vial	

168	Ceftriaxone Injection (Rocephine) I.V, 1g Vial	Injections	Vial	
169	Chloramphenicol sod. succ. Inj 1g vial (pfr)	Injections	vial	
170	Chlorpheniramine Inj 10mg/1ml amp	Injections	amp	
171	Calcium Gluconate Injection, 10%, 10ml Ampoule	Injections	amp	
172	Darrows Half strength	Injections	500ml	
173	Dexamethasone Injection, 4mg/ml Ampoule	Injections	amp	
174	Dextran 70 - 6% (60mg/ml)	Injections	500ml	
175	Diazepam Injection, 10mg/2ml Ampoule	Injections	amp	
176	Diclofenac Inj 25mg/ml, 3ml amp	Injections	amp	
177	Ephedrine Injection, 50mg/ml, 10ml Ampoule	Injections	amp	
178	Flucloxacillin Injection, 500mg Vial	Injections	vial	
179	Gentamycin Injection (Adult), 80mg/2ml, 2ml Ampoule	Injections	amp	
180	Gentamycin Injection (paediatric), 20mg/2ml, 2ml Ampoule	Injections	amp	
181	Fluconazole Injection, 2mg/5ml, 100ml Bottle	Injections	bottle	
182	Gentamicin sulphate Inj 40mg/ml, 2ml amp	Injections	amp	
183	Glucose (dextrose) IV infusion 5%, 500ml	Injections	bottle	
184	Glucose (dextrose) IV infusion 50%, 50ml	Injections	bottle	
185	Glucose (dextrose) IV infusion, 10% (hypertonic) 500ml	Injections	bottle	
186	Heparin inj 5,000 IU/ml, 5ml vial	Injections	vial	
187	Hydralazine Injection, 20mg/ml, 1ml Ampoule	Injections	amp	
188	Hydrocortisone Inj 100mg vial	Injections	vial	
189	Hyoscine butylbromide Inj 20mg/mL amp	Injections	amp	
190	Haemaceal infusion	Injections	bottle	
191	Hypertonic saline solution 3%	Injections	bottle	
192	Insulin (Actrapid) Injection 100i.u/ml, 10ml Vial	Injections	Vial	
193	Insulin (Mixtard) injection 30/70 100i.u/ml, 10ml Vial	Injections	Vial	
194	Ketamine Injection 50mg/ml, 10ml Vial	Injections	Vial	
195	Lignocaine Injection 2%, 30ml	Injections	vial	

196	Magnesium sulphate Inj 50%, 10ml amp	Injections	amp	
197	Metoclopramide Injection 10mg/2ml Ampoule	Injections	amp	
198	Meropenem Injection 1gm, Vial, 1's	Injections	vial	
199	Mannitol 20% w/v Infusion 500ml	Injections	500ml	
200	Metronidazole Injection 500mg/100ml, 100ml	Injections	Vial	
201	Omeprazole Injection 40mg Vial	Injections	Vial	
202	Oxytocin Inj 10 IU/ml ampoule	Injections	amp	
203	Oxytocin Inj 5 IU/ml ampoule (Syntocinon)	Injections	amp	
204	Potassium Chloride Inj 15% ,10 ml	Injections	Ampoule	
205	Paracetamol Inj 10mg/ml, 100ml vial	Injections	vial	
206	Paracetamol Injection 150mg/ml Ampoule	Injections	amp	
207	Phenobarbitone Inj 200mg/ml, 1ml amp	Injections	amp	
208	Phytomenad.(Vit K) Inj 2mg/ml, 0.2ml amp	Injections	amp	
209	Phytomenadione injection (vit k1) - 10mg/ml ampoule	Injections	amp	
210	Phenytoin Sodium Injection 250mg Ampoule, 5 Pack	Injections		
211	Promethazine Injection 25mg/ml, 2ml Ampoule	Injections		
212	Pabrinex 1 and 2	Injections	Amp	
213	Quinine dihyd. Inj 300mg/ml, 2ml amp	Injections	amp	
214	Ranitidine Injection 50mg/2ml	Injections	amp	
215	Rabies Vaccine, purified verocell/human diploid, single dose vial: WHO prequalified and with vaccine vial monitor (vvm)	Injections	vial	
216	Sodium bicarbonate 8.4%, 10ml amp	Injections	amp	
217	Sodium chloride IV infusion 0.9%, 500ml (Normal saline)	Injections	bottle	
218	Sodium lactate co IV infusion, 500ml (Hartmann's/Ringer-Lactate)	Injections	bottle	
219	Tramadol inj 100mg	Injections	amp	
220	Tranexamic acid inj 500mg	Injections	vial	
221	Vitamin B complex	Injections	vial	
222	Vitamin D oral/Inj 300,000 IU	Injections	vial	
223	Water for injection, 10ml vial	Injections	vial	

224	Benzyl benz.emulsion 25% w/v application 50ml	Dermatologicals	bottle	
225	Betamethasone Ointment, 0.1%, 15g	Dermatologicals	15g tube	
226	Calamine lotion 15% 50ml	Dermatologicals	bottle	
227	Chlorhexidine Digluconate Gel 7.1% 10gm	Dermatologicals	tube	
228	Clotrimazole cream 1% 20g	Dermatologicals	tube	
229	Clotrimazole pessary 200mg	Dermatologicals	pack of 3's	
230	Diclofenac gel, 1% w/w, 20g	Dermatologicals	20g tube	
231	Hydrocortisone ointment 1% 15g	Dermatologicals	tube	
232	Paracetamol suppositories 125 mg	Dermatologicals	10s	
233	Silver sulphadiazine cream 1% 250g	Dermatologicals	Jar	
234	Allomide (eye/ear drops)	Ophthalmologicals	bottle	
235	Acyclovir Eye Ointment	Ophthalmologicals	tube	
236	Artificial Tears Eye Drop	Ophthalmologicals	bottle	
237	Allergo-Comod	Ophthalmologicals	bottle	
238	Atropine Eye drops	Ophthalmologicals	bottle	
239	Brimochek-T Eye Drop	Ophthalmologicals	bottle	
240	Combigan Eye Drop	Ophthalmologicals	bottle	
241	Cyclopentolate Eye Drop	Ophthalmologicals	bottle	
242	Ciprofloxacin (eye/ear drops)	Ophthalmologicals	bottle	
243	Ciprofloxacin/Dexamethasone (eye/ear drops)	Ophthalmologicals	bottle	
244	Chloramphenical (eye/ear drops)	Ophthalmologicals	bottle	
245	Dexamethasone Eye Drop	Ophthalmologicals	bottle	
246	Dexamethasone / Neomycin (eye/ear drops)	Ophthalmologicals	bottle	
247	Dexamethasone + Neomycin + Polymixin B 600IU/1%/3.5MG/G EYE/Ear Drops, 5ml	Ophthalmologicals	bottle	
248	Econazole Eye Drop	Ophthalmologicals	bottle	
249	Fluorescein strips	Ophthalmologicals	100s	
250	Fluorometholone Eye Drop	Ophthalmologicals	bottle	
251	Gentamicin sulphate solution 0.3% w/v (eye/ear drops) 10ml	Ophthalmologicals	bottle	
252	Hydrocortisone (eye/ear drops)	Ophthalmologicals	bottle	
253	Ketolac Eye Drop	Ophthalmologicals	bottle	

254	Ketotifen Eye Drop	Ophthalmologicals	bottle	
255	Mydriacyl eye drops	Ophthalmologicals	bottle	
256	Maxitrol Eye Drop	Ophthalmologicals	bottle	
257	Maxitrol Eye Ointment	Ophthalmologicals	tube	
258	Moxifloxacin Eye Drop	Ophthalmologicals	bottle	
259	Normal Saline Nasal Drops	Ophthalmologicals	bottle	
260	Ofloxacin/Dexamethasone	Ophthalmologicals	bottle	
261	Otorex (eye/ear drops)	Ophthalmologicals	bottle	
262	Prednisolone (eye/ear drops)	Ophthalmologicals	bottle	
263	Pred-Forte Eye Drop	Ophthalmologicals	bottle	
264	polytrol Eye Drop	Ophthalmologicals	bottle	
265	Pilocarpine Eye Drop	Ophthalmologicals	bottle	
266	Sodium Chromoglycate (eye/ear drops)	Ophthalmologicals	bottle	
267	Tetracaine HCL 0.5%	Ophthalmologicals	bottle	
268	Tetracycline eye ointment 1% 3.5g	Ophthalmologicals	tube	
269	Timolol 0.5% Eye Drop	Ophthalmologicals	bottle	
270	Tobramycin/Dexamethasone Eye Drop	Ophthalmologicals	bottle	
271	Tropicamide Eye Drop	Ophthalmologicals	bottle	
272	Benzhexol Tablets 5mg	Psychotherapeutics	1000s	
273	Carbamazepine Tablets 200mg	Psychotherapeutics	1000s	
274	Chlorpromazine inj 25mg/ml, 2ml amp	Psychotherapeutics	amp	
275	Chlorpromazine Tablets 100mg	Psychotherapeutics	1000s	
276	Fluoxetine Capsules - 20mg	Psychotherapeutics	100s	
277	Flupenthixol Decanoate Inj - 20mg/ml	Psychotherapeutics	amp	
278	Clopixol inj	Psychotherapeutics	amp	
279	Fluphenazine decanoate Inj 25mg/1ml amp	Psychotherapeutics	amp	
280	Haloperidol Decan. Inj. 50mg/ml, 1ml amp.	Psychotherapeutics	amp	
281	Haloperidol Tablets 5mg	Psychotherapeutics	1000s	
282	Olanzapine tablets 10mg	Psychotherapeutics	30s	
283	Phenytoin Tablets 50mg	Psychotherapeutics	1000s	

284	Venlafaxine tablets 75mg	Psychotherapeuti cs	30s	
285	Morphine Inj. 10mg/ml, 1ml amp.	Narcotics	amp	
286	Morphine powder	Narcotics	100g	
287	Atracurium besylate Inj. 10mg/ml	Theatre Medicines	amp	
288	Bupivacaine Hcl in dextrose Inj 5mg amp (Marcaine heavy)	Theatre Medicines	amp	
289	Fentanyl Citrate 100mcg/2ml	Theatre Medicines	amp	
290	Halothane, 100% v/v, 250ml Bottle	Theatre Medicines	bottle	
291	Isoflurane Inhalation, 250ml Bottle	Theatre Medicines	bottle	
292	Ketamine Injection 50mg/ml, 10ml	Theatre Medicines	Vial	
293	Neostigmine Inj. 2.5mg/mL, 1ml amp	Theatre Medicines	amp	
294	Pancuronium bromide Inj 2mg/ml, 2ml amp	Theatre Medicines	amp	
295	Propofol Injection 10mg/ml, 20ml	Theatre Medicines	amp	
296	Pethidine Injection 100mg/2ml Ampoule, 10 Pack	Theatre Medicines	amp	
297	Suxamethonium chloride Inj 50mg/ml, 2ml amp	Theatre Medicines	amp	
298	Thiopentone inj 500mg vial (pfr)	Theatre Medicines	Vial	
299	Haemalock susp	Theatre Medicines	bottle	
300	Xylocaine spray	Theatre Medicines	can	
301	Dispensing bottle, plastic, 60mL	Non -Pharmaceutical Items	Piece	
302	Dispensing envelope, plastic, resealable	Non -Pharmaceutical Items	1000s	
303	Dispensing label, self-adhesive	Non -Pharmaceutical Items	200s	
304	Measuring spoon, double-sided 5mL/2.5mL	Non -Pharmaceutical Items	200s	
305	Medical Supplies Register (SORF)	Non -Pharmaceutical Items	Piece	
306	Medicine Register (Antibiotic register)	Non -Pharmaceutical Items	Piece	
307	Prescription Pad	Non -Pharmaceutical Items	Piece	

308	Stock Control Card	Non -Pharmaceutical Items	50s	
309	Syringes, insulin, 1ml, with 30G needle, STD DISP.	Non -Pharmaceutical Items	100s	
310	Condom, female	Family Planning Commodities	1,000	
311	Condom, male	Family Planning Commodities	4,800	
312	Depot Medroxyprogesterone acetate 150mg inj	Family Planning Commodities	Kit (100vials)	
313	Etonogestrel implant 68mg (1 rod + trocar)	Family Planning Commodities	10 sets	
314	Levonorgestrel implant 75mg with trocar	Family Planning Commodities	set	
315	IUD Copper T	Family Planning Commodities	25's	
316	Levonorgestrel/ethinylestradiol tab 0.15mg/0.03mg (COC)	Family Planning Commodities	3x21	
317	Levonorgestrel tab 30mcg (POP)	Family Planning Commodities	3x35	
318	Levonorgestrel tab 750mcg (EC), Pair	Family Planning Commodities	10	
319	Artemether/lumefantrine Tablets 100/20mg blister of 6	Antimalaria	blister (6)	
320	Artemether/lumefantrine Tablets 100/20mg blister of 12	Antimalaria	blister (12)	
321	Artemether/lumefantrine Tablets 100/20mg blister of 18	Antimalaria	blister (18)	
322	Artemether/lumefantrine Tablets 100/20mg blister of 24	Antimalaria	blister (24)	
323	Artesunate 60mg	Antimalaria	5 amp	
324	SULPHAADOXINE/PYRIMETHAMINE TABLETS - 500/25MG	Antimalaria	TIN OF 1000S	
325	CARE START MALARIA HRP2 (PF) SINGLE KIT	Antimalaria	kit (40Test)	

SECTION VI - SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment)
			In Weeks/months from _____ ¹

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.

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 abide 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

<p><i>Part 1 – General:</i> 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>																																		
<p>Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin Citizenship details.....</p>																																		
<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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5.																														
<p>Date Signature of Candidate</p>																																		

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

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 of20.....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 an 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 of20.....

SIGNED
Board Secretary