

**REPUBLIC OF KENYA**



**KIAMBU COUNTY GOVERNMENT**

**P.O BOX 2344-00900, KIAMBU.**

**FRAMEWORK CONTRACT FOR  
SUPPLY AND DELIVERY OF  
PHARMACEUTICALS**

**TENDER NO.  
KCG/CHS/003/2017/2019**

**CLOSING DATE & TIME:**

***WEDNESDAY***

***17<sup>TH</sup> JANUARY 2018 AT 10.00 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 \_\_\_\_\_**

**TENDER REF NO. KCG/CHS/003/2017/2019**

**TENDER NAME      FRAMEWORK CONTRACT FOR SUPPLY  
AND DELIVERY OF PHARMACEUTICALS**

- 1.1 The Kiambu County Government invites sealed bids from eligible candidates for **FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF PHARMACEUTICALS.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kiambu County Government Offices at the Thika Subcounty Headquarters Ground Floor during normal working hours. Deposit the tenders at the tender boxes outside room 15B.
- 1.3 A complete set of tender documents may be obtained by interested candidates free of charge from the County Governments website **<http://www.kiambu.go.ke>**.
- 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 and addressed to the *Chief Officer- Health Services Department* so as to be received on or before **17<sup>TH</sup> JANUARY 2018 at 10.00AM**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (730) 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 Headquarters or as directed.

## 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 tender document shall not be charged as will instead be downloaded free of charge from <http://www.kiambu.go.ke>

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 730 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 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**

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**

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 tenderer 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,” Wednesday, 17<sup>TH</sup> JANUARY 2018.**

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 **Wednesday, 17<sup>TH</sup> JANUARY 2018**.

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, on **Wednesday, 17<sup>TH</sup> JANUARY 2018** 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 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS TO ATTACH THE FOLLOWING DOCUMENTS</b>
2.1.1	<ul style="list-style-type: none"> <li>- <i>Valid Tax Compliance Certificate</i></li> <li>- <i>VAT/PIN Certificate</i></li> <li>- <i>Company Registration</i></li> <li>- <i>Physical Address for the company (attache copies of tenancy agreements or utility bills</i></li> <li>- <i>Past Experience – attach at least 4 contracts/LPOs in the last 3 Yrs</i></li> <li>- <i>Valid Single Business Permit for 2018</i></li> <li>- <i>Proof of Financial Capability(Certified by Bank statement( for the last six months) or Audited Account for (2015/2016 &amp;2016/2017)</i></li> <li>- <i>Directors/Owners</i></li> <li>- <i>Previous supplies/contracts</i></li> <li>- <i>A properly filled Confidential Business Questionnaire</i></li> </ul>
2.16.1	<ul style="list-style-type: none"> <li>- <i>Submitting two copies(original &amp; copy)</i></li> <li>- <i>Signing of Tender Form</i></li> </ul>
2.17.1,2,3	Wednesday, 17 <sup>TH</sup> JANUARY 2018
2.15.1	<i>Tender shall remain valid for 90 days after the opening date</i>
<b><i>Note: Both documents (Original &amp; Copy) shall bear all the attachments required</i></b>	

*(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
3.9	<b>Packaging</b> 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. All packages must be cleared labeled with description of contents and quantities.
3.10	<b>Delivery</b> The Stationery must be delivered at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LPO). The requirements may be adjusted by giving a short notice.
3.19	<b>Correspondence</b> The language of all correspondence and documents related to the bid is: English. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

*(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.

**SECTION VI - SCHEDULE OF REQUIREMENTS**

	<b>PRODUCT</b>	<b>PACK SIZE</b>	<b>ANNUAL QUANTITY</b>	<b>SCHEDULE OF DELIVERY</b>
1.	Acyclovir Tablets 400mg	100s	5000	Quarterly
2.	Albendazole Tablets 400mg	500s	5000	Quarterly
3.	Amitriptyline Tablets 25mg	1000s	5000	Quarterly
4.	Amlodipine 5mg + Valsartan 160mg Tabs	100s	5000	Quarterly
5.	Amlodipine Tablet 5mg	100s	5000	Quarterly
6.	Amoxicillin /Clavulanic Acid Tablets 500mg/125mg	10s	5000	Quarterly
7.	Amoxicillin Capsules 250mg	1000s	1000	Quarterly
8.	Aspirin Tablets 300mg	1000s	5000	Quarterly
9.	Atenolol Tablets 50mg	1000s	5000	Quarterly
10.	Azithromycin 500mg	3s	5000	Quarterly
11.	Beclomethasone Inhaler - 0.1mg/Dose	200doses	5000	Quarterly
12.	Calcium/Vit D3 tablets 1g/200 IU	10	5000	Quarterly
13.	Carbimazole tabs 5mg	1000	5000	Quarterly
14.	Cefixime Tablets 400mg	10s	5000	Quarterly
15.	Cefuroxime Tablets 250mg	10s	5000	Quarterly
16.	Chlorpheniramine Tablets 4mg	1000s	5000	Quarterly
17.	Ciprofloxacin Tablets 250mg	1000s	5000	Quarterly
18.	Codeine Phosphate Tablets - 30mg	100s	5000	Quarterly
19.	Cotrimoxazole Tablets 480mg	1000s	5000	Quarterly
20.	Dapsone tab 100mg	1000	5000	Quarterly
21.	Dexamethasone Tabs 0.5mg	1000	5000	Quarterly
22.	Diazepam Tablets 5mg	1000s	5000	Quarterly
23.	Diazepam Tablets 5mg	100s	5000	Quarterly
24.	Diclofenac Sodium Tablets 50 mg	1000s	5000	Quarterly
25.	Digoxin tabs 250mcg	500	5000	Quarterly
26.	Diloxanide furoate Tablets 500mg	500s	5000	Quarterly
27.	Doxycycline Capsules 100mg	1000s	5000	Quarterly
28.	Enalapril Tablets 5mg	100s	5000	Quarterly

29.	Erythromycin Tablets 250mg	1000s	5000	Quarterly
30.	Ferrous sulph./folic acid Tablets 200mg/400mcg	1000s	5000	Quarterly
31.	Ferrous sulphate Tablets 200mg	1000s	5000	Quarterly
32.	Flucloxacillin Capsules 250mg	1000s	5000	Quarterly
33.	Flucloxacillin Capsules 250mg	500s	5000	Quarterly
34.	Fluconazole Caps 50mg	28s	5000	Quarterly
35.	Fluconazole Tabs 200mg	100	5000	Quarterly
36.	Folic acid Tablets 5mg	1000s	5000	Quarterly
37.	Folic acid Tablets 5mg	100s	5000	Quarterly
38.	Furosemide Tablets - 40mg	1000s	5000	Quarterly
39.	Glibenclamide Tablets 5mg	1000s	5000	Quarterly
40.	Griseofulvin Tablets 125mg	1000s	5000	Quarterly
41.	Hydrochlorothiazide Tablets 50mg	1000s	5000	Quarterly
42.	Hyoscine butylbromide Tablets 10mg (f/c)	1000s	5000	Quarterly
43.	Ibuprofen Tablets f/c 200mg (scored)	1000s	5000	Quarterly
44.	Ketoconazole Tablets 200mg	30s	5000	Quarterly
45.	Levothyroxine tabs 100mcg	100	5000	Quarterly
46.	Loperamide Capsules - 2mg	100s	5000	Quarterly
47.	Magnesium trisilicate Tablets 370mg	1000s	5000	Quarterly
48.	Metformin Tablets 500mg	1000s	5000	Quarterly
49.	Methyldopa Tablets - 250mg	1000s	5000	Quarterly
50.	Metoclopramide Tablets 10mg	100s	5000	Quarterly
51.	Metronidazole Tablets 200mg	1000s	5000	Quarterly
52.	Multivitamin tabs	1000	5000	Quarterly
53.	Nifedipine Tablets s/r 20mg	1000s	5000	Quarterly
54.	Omeprazole Capsules 20mg	1000s	5000	Quarterly
55.	Paracetamol Tablets 500mg	1000s	5000	Quarterly
56.	Phenobarbitone Tablets 30mg	100s	5000	Quarterly
57.	Praziquantel Tablets - 600mg	100s	5000	Quarterly
58.	Praziquantel Tablets - 600mg	1000s	5000	Quarterly
59.	Prednisolone Tablets - 5mg	1000s	5000	Quarterly
60.	Quinine sulphate Tablets 300mg (f/c)	1000s	5000	Quarterly
61.	Retinol (vitamin A) palmitate	500s	5000	Quarterly

	Capsules 50,000 IU			
62.	Salbutamol Tablets 4mg	1000s	5000	Quarterly
63.	Tinidazole Tablets 500mg (f/c)	500s	5000	Quarterly
64.	Valproic Acid(Sodium Valproate) Tablets200mg	100s	5000	Quarterly
65.	Zinc sulphate Tablets 20mg	100s	5000	Quarterly
66.	Amoxicillin oral Suspension 125mg/5 ml	100ml	5000	Quarterly
67.	Amoxicillin/clavulanic acid oral Suspension 312.5mg/5ml	100ml	5000	Quarterly
68.	Chlorpheniramine syrup 2mg/5 ml	5L	5000	Quarterly
69.	Cotrimoxazole susp 240mg/5 ml	50 ml	5000	Quarterly
70.	Digoxin Oral Solution 50mcg/ml	60ml	5000	Quarterly
71.	Erythromycin ethyl succ. susp 125mg/5 ml (pfr)	100ml	5000	Quarterly
72.	Metronidazole susp 200mg/5 ml	100ml	5000	Quarterly
73.	Nystatin oral susp 100,000 IU/ ml	30 ml	5000	Quarterly
74.	ORS sachet (for 500ml) low osmolality	100 sachets	5000	Quarterly
75.	Paracetamol Suspension 120mg/5 ml	5L	5000	Quarterly
76.	Salbutamol Sulphate respirator(Nebulizing) solution,5mg/ml	10ml	5000	Quarterly
77.	Salbutamol syrup 2mg/5ml	100ml	5000	Quarterly
78.	Salbutamol Inhaler - 100mcg/Actuation	Can	5000	Quarterly
79.	Adrenaline (epinephrine) inj 1mg/1 ml	amp	5000	Quarterly
80.	Aminophylline inj 25mg/ml, 10ml amp	amp	5000	Quarterly
81.	Atropine sulphate inj 1mg/ ml	amp	5000	Quarterly
82.	Benzathine penicillin inj 2.4 MU pfr	vial	5000	Quarterly
83.	Benzy lpenicillin inj 600mg (1 MU) pfr	vial	5000	Quarterly

84.	Benzyl penicillin Injection - 5mu	Vial	5000	Quarterly
85.	Ceftazidime inj 1g	Vial	5000	Quarterly
86.	Ceftriaxone inj 1g (pfr)	vial	5000	Quarterly
87.	Ceftriaxone inj 250mg (pfr)	vial	5000	Quarterly
88.	Chloramphenicol sod. succ. inj 1g (pfr)	vial	5000	Quarterly
89.	Chlorpheniramine inj 10mg/1ml	amp	5000	Quarterly
90.	Chlorpromazine inj 25mg/ml, 2ml	amp	5000	Quarterly
91.	Cotrimoxazole Inj. 96mg/ml,5ml amp	amp	5000	Quarterly
92.	Darrow's ½ strength IV infusion 500mL	bottle	5000	Quarterly
93.	Dexamethasone Injection - 4mg/ml	amp	5000	Quarterly
94.	Dextran 70/glucose 6%/5% infusion 500mL	bottle	5000	Quarterly
95.	Diazepam inj 5mg/ml, 2ml amp	amp	5000	Quarterly
96.	Diclofenac inj 25mg/ml, 3 ml	amp	5000	Quarterly
97.	Digoxin Inj 50mcg/ml, 2ml amp.	amp	5000	Quarterly
98.	Flucloxacillin inj 250mg (pfr)	vial	5000	Quarterly
99.	Fluconazole infusion 2mg/ml, 100ml Vial, I.V.	vial	5000	Quarterly
100.	Frusamide inj 10mg/ml, 2ml	amp	5000	Quarterly
101.	Gentamicin sulphate inj 10mg/ml, 2ml	amp	5000	Quarterly
102.	Gentamicin sulphate inj 40mg/ml, 2ml	amp	5000	Quarterly
103.	Glucose (dextrose) IV infusion 5%, 500ml	bottle	5000	Quarterly
104.	Glucose (dextrose) IV infusion 50%, 100ml	bottle	5000	Quarterly
105.	Glucose (dextrose) IV infusion, 10% (hypertonic) 500ml	bottle	5000	Quarterly
106.	Glucose Injection 50% 50ml (Dextrose)	Bottle	5000	Quarterly
107.	Heparin inj 5,000 IU/ml, 5 ml	vial	5000	Quarterly
108.	Hydralazine inj 20mg amp pfr	amp	5000	Quarterly
109.	Hydrocortisone inj 100mg vial	vial	5000	Quarterly

110.	Hyoscine butylbromide inj 20mg/ml	amp	5000	Quarterly
111.	Insulin biphasic 30/70 100 IU/ml, 10ml	vial	5000	Quarterly
112.	Insulin soluble 100 IU/ ml, 10 ml	vial	5000	Quarterly
113.	Lidocaine (lignocaine) inj 1%, 1mg/1ml 30ml	vial	5000	Quarterly
114.	Lignocaine/adren. dental cart 2% + 1:80,000	100s	5000	Quarterly
115.	Magnesium sulphate inj 50%, 10ml	amp	5000	Quarterly
116.	Metoclopramide inj 5mg/ml, 2ml	amp	5000	Quarterly
117.	Metronidazole inj 5mg/ ml, 100ml	vial	5000	Quarterly
118.	Oxytocin injection 10 IU/1ml	amp	5000	Quarterly
119.	Paracetamol injection 10mg/ml, 100ml	vial	5000	Quarterly
120.	Pethidine inj 50mg/mL, 1mL amp	amp	5000	Quarterly
121.	Pethidine inj 50mg/mL, 2mL amp	amp	5000	Quarterly
122.	Phenobarbitone inj 200mg/ml, 1ml	amp	5000	Quarterly
123.	Phytomenadione.(Vit K) inj 2mg/ml, 0.2ml	amp	5000	Quarterly
124.	Quinine dihyd. inj 300mg/ml, 2ml	amp	5000	Quarterly
125.	Sodium bicarbonate 8.4%, 10ml	amp	5000	Quarterly
126.	Sodium chloride IV infusion 0.9%, 500ml (Normal saline)	bottle	5000	Quarterly
127.	Sodium lactate co IV infusion, 500ml (Hartmans/Ringer- Lactate)	bottle	5000	Quarterly
128.	Sodium stibogluconate inj 100mg/ml, 100ml	amp	5000	Quarterly
129.	Water for injection, 10ml	vial	5000	Quarterly
130.	Benzhexol Tablets 5mg	1000s	5000	Quarterly
131.	Carbamazepine Tablets 200mg	1000s	5000	Quarterly
132.		1000s	5000	Quarterly

	Chlorpromazine Tablets 100mg			
133.	Fluoxetine Capsules - 20mg	100s	5000	Quarterly
134.	Amphotericin B 50mg Vial, I.V	Vial	5000	Quarterly
135.	Flupenthixol Decanoate - 20mg/MI	amp	5000	Quarterly
136.	Fluphenazine decanoate inj 25mg/1ml	amp	5000	Quarterly
137.	Haloperidol Decan. Inj. 50mg/ml, 1ml	amp	5000	Quarterly
138.	Haloperidol Tablets 5mg	1000s	5000	Quarterly
139.	Phenytoin Tablets 50mg	1000s	5000	Quarterly
140.	Morphine inj. 10mg/ml, 1ml	amp	5000	Quarterly
141.	Morphine powder	100g	5000	Quarterly
142.	Atracurium besylate inj. 10mg/ml	amp	5000	Quarterly
143.	Bupivacaine Hcl in dextrose inj 5mg amp	amp	5000	Quarterly
144.	Halothane inhalation, 250ml	bottle	5000	Quarterly
145.	Ketamine injection 50mg/ml, 10ml	vial	5000	Quarterly
146.	Neostigmine inj. 2.5mg/ml, 1ml	Vial	5000	Quarterly
147.	Pancuronium bromide inj 2mg/ml, 2ml	amp	5000	Quarterly
148.	Suxamethonium chloride inj 50mg/ml, 2ml	amp	5000	Quarterly
149.	Thiopentone inj 500mg vial (pfr)	vial	5000	Quarterly
150.	Benzyl benz.emulsion 25% w/v application 50ml	bottle	5000	Quarterly
151.	Calamine lotion 15% 50ml	bottle	5000	Quarterly
152.	Clotrimazole cream 1% 20g	tube	5000	Quarterly
153.	Clotrimazole pessary 200mg 3s	pack of 3s	5000	Quarterly
154.	Hydrocortisone ointment 1% 15g	tube	5000	Quarterly
155.	Paracetamol Suppositories 125mg	10s	5000	Quarterly
156.	Silver Sulphadiazine 1% + Chlorhexidine Gluconate 0.2% Cream 250g	Jar	5000	Quarterly

157.	Silver sulphadiazine cream 1% 250g	jar	5000	Quarterly
158.	Water-based lubricant (KY JELLY) 42g	Tube	5000	Quarterly
159.	Gentamicin sulphate solution 0.3% w/v (eye/ear drops) 5ml	bottle	5000	Quarterly
160.	Tetracycline Eye Ointment -1% 3.5g	tube	5000	Quarterly
161.	Tetracycline eye ointment 1% 5g	tube	5000	Quarterly
162.	Chlorhexidine gluconate soln 5%	5L	5000	Quarterly
163.	Cetrimide/chlorhexidine soln 15%/1.5%	5L	5000	Quarterly
164.	Sodium hypochlorite solution 4- 6%	5L	5000	Quarterly
165.	Alcoholic disinfectant detergent	500ml	5000	Quarterly
166.	Alcoholic disinfectant hand rub	75ml	5000	Quarterly
167.	Ethanol denatured solution 70%	5L	5000	Quarterly
168.	Glutaraldehyde 2% Solution	5L	5000	Quarterly
169.	Methylated spirit 96%	5L	5000	Quarterly
170.	Povidone iodine solution 10%	1L	5000	Quarterly
171.	Dispensing bottle, plastic, 60ml	Piece	5000	Quarterly
172.	Aminosidine 250mg tablets	20s	5000	Quarterly
173.	Atorvastatin 20mg tablets (Film coated, blister pack)	30s	5000	Quarterly
174.	Lorsatan 50mg tablets (Blister Pack)	30's	5000	Quarterly
175.	losartan potassium 50mg +hydrochlorothiazide 12.5 mg tablets (Blister Pack)	30's	5000	Quarterly
176.	Nitrofurantoin 100mg tablets (Blister Pack)	100s	5000	Quarterly
177.	Spirolactone 25mg Tablets	100s	5000	Quarterly
178.	Azithromycin Suspension 200mg/5ml, 30ml (Dry powder for reconstitution with water.	30ml	5000	Quarterly
179.	Betamethasone Ointment,	15g tube	5000	Quarterly

	0.1%, 15g			
180.	Dexamethasone eye drops 0.1%, 5ml	5ml	5000	Quarterly
181.	Dexamethasone + Neomycin + Polymixin B 600IU/1%/3.5MG/G EYE/Ear Drops, 5ml	5ml	5000	Quarterly
182.	Omeprazole Injection 40mg/ml 10ml vial (Powder for reconstitution with a solvent)	Vial	5000	Quarterly
183.	Potassium Chloride Inj 15% ,10 ml	Ampoule	5000	Quarterly
184.	Tranexamic Acid Injection 500mg/5ml	Ampoule	5000	Quarterly
185.	Calcium Gluconate Injection, 10%, 10ml Ampoule	Ampoule	5000	Quarterly
186.	Sodium Chromoglycate eye Drops 2%, 10ml	10ml	5000	Quarterly
187.	Timolol eye drops 0.5% 5ml	5ml	5000	Quarterly
188.	Atorvastatin 10mg tablets (Film coated, blister pack)	30s	5000	Quarterly
189.	H.pyroli kit(Clarithromycin 500mg,amoxicillin 1gm, Lansoprazole 30mg)	kit	5000	Quarterly
190.	Haemacel Infusion 500ml	500ml	5000	Quarterly
191.	Lactulose solution 3.4mg/ml,200ml	200ml	5000	Quarterly
192.	Mannitol 20% w/v Infusion 500ml	500ml	5000	Quarterly
193.	Mefanamic Acid 250mg Capsules	100s	5000	Quarterly
194.	Meloxicam 7.5mg tablets (Blister Pack)	100s	5000	Quarterly
195.	Pregabalin 150mg capsules (Blister pack)	30s	5000	Quarterly
196.	Tramadol 100m inj	Amp	5000	Quarterly
197.	prendil 5 mg	28s	5000	Quarterly

198.	prendil 20mg	28s	5000	Quarterly
199.	zestoretic	28s	5000	Quarterly

## Evaluation Criteria

### A. Mandatory requirements

- *Attach a copy of Tender Receipt*
- *Valid Tax Compliance Certificate*
- *VAT/PIN Certificate*
- *Company Registration*
- *Physical Address for the company*
- *Past Experience – at least 3 Yrs*
- *Valid Single Business Permit for 2018*
- *Proof of Financial Capability(Certified by*
- *Bank statement( for the last six months)/Audited Account for (2014/2015 & 2015/2016 & 2016/2017)*
- *Directors/Owners*
- *Previous supplies/contracts*
- *A properly filled Confidential Business Questionnaire*
- *Valid licensure from respective regulatory bodies (where applicable) -  
-Pharmacy & Poisons Board*

### Technical Requirements

<b>No.</b>	<b>Technical Specifications/Requirements</b>	<b>Understood and will Comply (sign)</b>	<b>Max Score</b>	<b>Min Score</b>
1.	Proof of having undertaken jobs of a similar nature		30	23
2.	Delivery of genuine brand and Submission of relevant product pictorials from the tenderer's firm		15	10
3.	Undertake to replace any item(s) which have defects		15	15
4.	Undertake to provide the items over the two year period on a need basis		10	10
5.	Years of experience in industry for the registered supervisory (attach copies of CV) –		20	10

	i. 5years - 20 points ii. 4 years – 15 marks iii. 3years – 10 marks iv. less than 3 years – 0 marks			
<i>Total</i>			<i>90</i>	<i>68</i>

## PRICE SCHEDULE FOR GOODS

TENDER No. KCG/CHS/003/2017/2019

### FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF PHARMACEUTICALS

TENDERER'S NAME \_\_\_\_\_

	PRODUCT	PACK SIZE	UNIT COST	REMARKS
200.	Acyclovir Tablets 400mg	100s		
201.	Albendazole Tablets 400mg	500s		
202.	Amitriptyline Tablets 25mg	1000s		
203.	Amlodipine 5mg + Valsartan 160mg Tabs	100s		
204.	Amlodipine Tablet 5mg	100s		
205.	Amoxicillin /Clavulanic Acid Tablets 500mg/125mg	10s		
206.	Amoxicillin Capsules 250mg	1000s		
207.	Aspirin Tablets 300mg	1000s		
208.	Atenolol Tablets 50mg	1000s		
209.	Azithromycin 500mg	3s		
210.	Beclomethasone Inhaler - 0.1mg/Dose	200doses		
211.	Calcium/Vit D3 tablets 1g/200 IU	10		
212.	Carbimazole tabs 5mg	1000		
213.	Cefixime Tablets 400mg	10s		
214.	Cefuroxime Tablets 250mg	10s		
215.	Chlorpheniramine Tablets 4mg	1000s		
216.	Ciprofloxacin Tablets 250mg	1000s		
217.	Codeine Phosphate Tablets - 30mg	100s		
218.	Cotrimoxazole Tablets 480mg	1000s		
219.	Dapsone tab 100mg	1000		
220.	Dexamethasone Tabs 0.5mg	1000		
221.	Diazepam Tablets 5mg	1000s		
222.	Diazepam Tablets 5mg	100s		
223.	Diclofenac Sodium Tablets 50 mg	1000s		

224.	Digoxin tabs 250mcg	500		
225.	Diloxanide furoate Tablets 500mg	500s		
226.	Doxycycline Capsules 100mg	1000s		
227.	Enalapril Tablets 5mg	100s		
228.	Erythromycin Tablets 250mg	1000s		
229.	Ferrous sulph./folic acid Tablets 200mg/400mcg	1000s		
230.	Ferrous sulphate Tablets 200mg	1000s		
231.	Flucloxacillin Capsules 250mg	1000s		
232.	Flucloxacillin Capsules 250mg	500s		
233.	Fluconazole Caps 50mg	28s		
234.	Fluconazole Tabs 200mg	100		
235.	Folic acid Tablets 5mg	1000s		
236.	Folic acid Tablets 5mg	100s		
237.	Furosemide Tablets - 40mg	1000s		
238.	Glibenclamide Tablets 5mg	1000s		
239.	Griseofulvin Tablets 125mg	1000s		
240.	Hydrochlorothiazide Tablets 50mg	1000s		
241.	Hyoscine butylbromide Tablets 10mg (f/c)	1000s		
242.	Ibuprofen Tablets f/c 200mg (scored)	1000s		
243.	Ketoconazole Tablets 200mg	30s		
244.	Levothyroxine tabs 100mcg	100		
245.	Loperamide Capsules - 2mg	100s		
246.	Magnesium trisilicate Tablets 370mg	1000s		
247.	Metformin Tablets 500mg	1000s		
248.	Methyldopa Tablets - 250mg	1000s		
249.	Metoclopramide Tablets 10mg	100s		
250.	Metronidazole Tablets 200mg	1000s		
251.	Multivitamin tabs	1000		
252.	Nifedipine Tablets s/r 20mg	1000s		
253.	Omeprazole Capsules 20mg	1000s		
254.	Paracetamol Tablets 500mg	1000s		
255.	Phenobarbitone Tablets 30mg	100s		
256.	Praziquantel Tablets - 600mg	100s		

257.	Praziquantel Tablets - 600mg	1000s		
258.	Prednisolone Tablets - 5mg	1000s		
259.	Quinine sulphate Tablets 300mg (f/c)	1000s		
260.	Retinol (vitamin A) palmitate Capsules 50,000 IU	500s		
261.	Salbutamol Tablets 4mg	1000s		
262.	Tinidazole Tablets 500mg (f/c)	500s		
263.	Valproic Acid(Sodium Valproate) Tablets 200mg	100s		
264.	Zinc sulphate Tablets 20mg	100s		
265.	Amoxicillin oral Suspension 125mg/5 ml	100ml		
266.	Amoxicillin/clavulanic acid oral Suspension 312.5mg/5ml	100ml		
267.	Chlorpheniramine syrup 2mg/5 ml	5L		
268.	Cotrimoxazole susp 240mg/5 ml	50 ml		
269.	Digoxin Oral Solution 50mcg/ml	60ml		
270.	Erythromycin ethyl succ. susp 125mg/5 ml (pfr)	100ml		
271.	Metronidazole susp 200mg/5 ml	100ml		
272.	Nystatin oral susp 100,000 IU/ml	30 ml		
273.	ORS sachet (for 500ml) low osmolality	100 sachets		
274.	Paracetamol Suspension 120mg/5 ml	5L		
275.	Salbutamol Sulphate respirator(Nebulizing) solution,5mg/ml	10ml		
276.	Salbutamol syrup 2mg/5ml	100ml		
277.	Salbutamol Inhaler - 100mcg/Actuation	Can		
278.	Adrenaline (epinephrine) inj 1mg/1 ml	amp		
279.	Aminophylline inj 25mg/ml, 10ml amp	amp		
280.	Atropine sulphate inj 1mg/ ml	amp		
281.	Benzathine penicillin inj 2.4 MU	vial		

	pfr			
282.	Benzy lpenicillin inj 600mg (1 MU) pfr	vial		
283.	Benzyl penicillin Injection - 5mu	Vial		
284.	Ceftazidime inj 1g	Vial		
285.	Ceftriaxone inj 1g (pfr)	vial		
286.	Ceftriaxone inj 250mg (pfr)	vial		
287.	Chlorampenicol sod. succ. inj 1g (pfr)	vial		
288.	Chlorpheniramine inj 10mg/1ml	amp		
289.	Chlorpromazine inj 25mg/ml, 2ml	amp		
290.	Cotrimoxazole Inj. 96mg/ml,5ml amp	amp		
291.	Darrow's ½ strength IV infusion 500mL	bottle		
292.	Dexamethasone Injection - 4mg/ml	amp		
293.	Dextran 70/glucose 6%/5% infusion 500mL	bottle		
294.	Diazepam inj 5mg/ml, 2ml amp	amp		
295.	Diclofenac inj 25mg/ml, 3 ml	amp		
296.	Digoxin Inj 50mcg/ml, 2ml amp.	amp		
297.	Flucloxacillin inj 250mg (pfr)	vial		
298.	Fluconazole infusion 2mg/ml, 100ml Vial, I.V.	vial		
299.	Frusemide inj 10mg/ml, 2ml	amp		
300.	Gentamicin sulphate inj 10mg/ml, 2ml	amp		
301.	Gentamicin sulphate inj 40mg/ml, 2ml	amp		
302.	Glucose (dextrose) IV infusion 5%, 500ml	bottle		
303.	Glucose (dextrose) IV infusion 50%, 100ml	bottle		
304.	Glucose (dextrose) IV infusion, 10% (hypertonic) 500ml	bottle		
305.	Glucose Injection 50% 50ml (Dextrose)	Bottle		
306.	Heparin inj 5,000 IU/ml, 5 ml	vial		

307.	Hydralazine inj 20mg amp pfr	amp		
308.	Hydrocortisone inj 100mg vial	vial		
309.	Hyoscine butylbromide inj 20mg/ml	amp		
310.	Insulin biphasic 30/70 100 IU/ml, 10ml	vial		
311.	Insulin soluble 100 IU/ ml, 10 ml	vial		
312.	Lidocaine (lignocaine) inj 1%, 1mg/1ml 30ml	vial		
313.	Lignocaine/adren. dental cart 2% + 1:80,000	100s		
314.	Magnesium sulphate inj 50%, 10ml	amp		
315.	Metoclopramide inj 5mg/ml, 2ml	amp		
316.	Metronidazole inj 5mg/ ml, 100ml	vial		
317.	Oxytocin injection 10 IU/1ml	amp		
318.	Paracetamol injection 10mg/ml, 100ml	vial		
319.	Pethidine inj 50mg/mL, 1mL amp	amp		
320.	Pethidine inj 50mg/mL, 2mL amp	amp		
321.	Phenobarbitone inj 200mg/ml, 1ml	amp		
322.	Phytomenadione.(Vit K) inj 2mg/ml, 0.2ml	amp		
323.	Quinine dihyd. inj 300mg/ml, 2ml	amp		
324.	Sodium bicarbonate 8.4%, 10ml	amp		
325.	Sodium chloride IV infusion 0.9%, 500ml (Normal saline)	bottle		
326.	Sodium lactate co IV infusion, 500ml (Hartmans/Ringer-Lactate)	bottle		
327.	Sodium stibogluconate inj 100mg/ml, 100ml	amp		
328.	Water for injection, 10ml	vial		
329.	Benzhexol Tablets 5mg	1000s		
330.	Carbamazepine Tablets 200mg	1000s		
331.	Chlorpromazine Tablets 100mg	1000s		

332.	Fluoxetine Capsules - 20mg	100s		
333.	Amphotericin B 50mg Vial, I.V	Vial		
334.	Flupenthixol Decanoate - 20mg/MI	amp		
335.	Fluphenazine decanoate inj 25mg/1ml	amp		
336.	Haloperidol Decan. Inj. 50mg/ml, 1ml	amp		
337.	Haloperidol Tablets 5mg	1000s		
338.	Phenytoin Tablets 50mg	1000s		
339.	Morphine inj. 10mg/ml, 1ml	amp		
340.	Morphine powder	100g		
341.	Atracurium besylate inj. 10mg/ml	amp		
342.	Bupivacaine Hcl in dextrose inj 5mg amp	amp		
343.	Halothane inhalation, 250ml	bottle		
344.	Ketamine injection 50mg/ml, 10ml	vial		
345.	Neostigmine inj. 2.5mg/ml, 1ml	Vial		
346.	Pancuronium bromide inj 2mg/ml, 2ml	amp		
347.	Suxamethonium chloride inj 50mg/ml, 2ml	amp		
348.	Thiopentone inj 500mg vial (pfr)	vial		
349.	Benzyl benz.emulsion 25% w/v application 50ml	bottle		
350.	Calamine lotion 15% 50ml	bottle		
351.	Clotrimazole cream 1% 20g	tube		
352.	Clotrimazole pessary 200mg 3s	pack of 3s		
353.	Hydrocortisone ointment 1% 15g	tube		
354.	Paracetamol Suppositories 125mg	10s		
355.	Silver Sulphadiazine 1% + Chlorhexidine Gluconate 0.2% Cream 250g	Jar		
356.	Silver sulphadiazine cream 1% 250g	jar		
357.	Water-based lubricant (KY JELLY)	Tube		

	42g			
358.	Gentamicin sulphate solution 0.3% w/v (eye/ear drops) 5ml	bottle		
359.	Tetracycline Eye Ointment -1% 3.5g	tube		
360.	Tetracycline eye ointment 1% 5g	tube		
361.	Chlorhexidine gluconate soln 5%	5L		
362.	Cetrimide/chlorhexidine soln 15%/1.5%	5L		
363.	Sodium hypochlorite solution 4- 6%	5L		
364.	Alcoholic disinfectant detergent	500ml		
365.	Alcoholic disinfectant hand rub	75ml		
366.	Ethanol denatured solution 70%	5L		
367.	Glutaraldehyde 2% Solution	5L		
368.	Methylated spirit 96%	5L		
369.	Povidone iodine solution 10%	1L		
370.	Dispensing bottle, plastic, 60ml	Piece		
371.	Aminosidine 250mg tablets	20s		
372.	Atorvastatin 20mg tablets (Film coated, blister pack)	30s		
373.	Lorsatan 50mg tablets (Blister Pack)	30's		
374.	losartan potassium 50mg +hydrochlorothiazide 12.5 mg tablets (Blister Pack)	30's		
375.	Nitrofurantoin 100mg tablets (Blister Pack)	100s		
376.	Spironolactone 25mg Tablets	100s		
377.	Azithromycin Suspension 200mg/5ml, 30ml (Dry powder for reconstitution with water.	30ml		
378.	Betamethasone Ointment, 0.1%, 15g	15g tube		
379.	Dexamethasone eye drops 0.1%, 5ml	5ml		

380.	Dexamethasone + Neomycin + Polymixin B 600IU/1%/3.5MG/G EYE/Ear Drops, 5ml	5ml		
381.	Omeprazole Injection 40mg/ml 10ml vial (Powder for reconstitution with a solvent)	Vial		
382.	Potassium Chloride Inj 15% ,10 ml	Ampoule		
383.	Tranexamic Acid Injection 500mg/5ml	Ampoule		
384.	Calcium Gluconate Injection, 10%, 10ml Ampoule	Ampoule		
385.	Sodium Chromoglycate eye Drops 2%, 10ml	10ml		
386.	Timolol eye drops 0.5% 5ml	5ml		
387.	Atorvastatin 10mg tablets (Film coated, blister pack)	30s		
388.	H.pyroli kit(Clarithromycin 500mg,amoxicillin 1gm, Lansoprazole 30mg)	kit		
389.	Haemacel Infusion 500ml	500ml		
390.	Lactulose solution 3.4mg/ml,200ml	200ml		
391.	Mannitol 20% w/v Infusion 500ml	500ml		
392.	Mefanamic Acid 250mg Capsules	100s		
393.	Meloxicam 7.5mg tablets (Blister Pack)	100s		
394.	Pregabalin 150mg capsules (Blister pack)	30s		
395.	Tramadol 100m inj	Amp		
396.	prendil 5 mg	28s		
397.	prendil 20mg	28s		
398.	zestoretic	28s		

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

Address of tenderer: \_\_\_\_\_

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

*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: Kiambu County Government

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 Assorted Stationeries 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 Kiambu County Government.

4. We agree to abide by this Tender for a period of Twelve (12) months 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

.....  
.....

**Part 2 (a) – Sole Proprietor**  
 Your name in full ..... Age  
 .....  
 Nationality ..... Country of origin  
 .....

- Citizenship details  
 .....  
 .....
- 

**Part 2 (b) Partnership**  
 Given details of partners as follows:

Name	Nationality
Citizenship Details	Shares
1. ....	.....
.....	.....
2. ....	.....
.....	.....
3. ....	.....
.....	.....
4. ....	.....
.....	.....

**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

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 .....  
(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 \_\_\_\_\_)

## 8.5 PERFORMANCE SECURITY FORM

To: Kiambu County Government

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 Kiambu County Government

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 Kiambu County Government

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 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 an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review

Board on ..... day of .....20.....

SIGNED

Board Secretary