

NAKURU COUNTY GOVERNMENT



DEPARTMENT OF HEALTH SERVICES

TENDER NO: NCG/MOH/PGH/T/1/2018-2020

SUPPLY AND DELIVERY OF MEDICAL DRUGS

CLOSING DATE: 18TH APRIL, 2018

**NAKURU COUNTY GOVERNMENT,
MINISTRY OF HEALTH SERVICES,
RIFT VALLEY PROVINCIAL GENERAL HOSPITAL,
P.O. BOX 71,
NAKURU.**

F/Y 2018-2020

TABLE OF CONTENTS

	PAGE
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix to Instructions to Tenderers	21
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V TECHNICAL SPECIFICATIONS.....	32
SECTION VI SCHEDULE OF REQUIREMENTS.....	34
SECTION VII PRICE SCHEDULE FOR GOODS.....	35
SECTION VIII STANDARD FORMS.....	36
8.1 FORM OF TENDER.....	37
8.2 CONFIDENTIAL BUSINESS	
QUESTIONNAIRES FORMS.....	38
8.3 TENDER SECURITY FORM.....	39
8.4 CONTRACT FORM.....	40
8.5 PERFORMANCE SECURITY FORM.....	41
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	42
8.7 MANUFACTURER’S AUTHORIZATION FORM.....	43

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 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 II - INSTRUCTIONS TO TENDERERS
Table of Clauses

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	0
2.13 Goods' eligibility and conformity to tender documents.....	10
2.14 Tender security.....	11
2.15 Validity of tenders.....	12
2.16 Format and signing of tenders.....	13
2.17 Sealing and marking of tenders.....	13
2.18 Deadline for submission of tender	14
2.19 Modification and withdrawal of tenders.....	14
2.20 Opening of tenders.....	15
2.21 Clarification of tenders.....	15
2.22 Preliminary examination.....	15
2.23 Conversion to single currency.....	16
2.24 Evaluation and comparison of tenders.....	16
2.25 Contacting the procuring entity.....	17
2.26 Award of contract.....	17
(a) Post qualification.....	17
(b) Award criteria.....	17
(c) Procuring entity's right to vary quantities....	18
(d) Procuring entity's right to accept or Reject any or all tenders	18
2.27 Notification of award.....	18
2.28 Signing of contract.....	18
2.29 Performance security.....	19
2.30 Corrupt or fraudulent practices.....	19

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.

Tender document to be obtained from the county government of Nakuru website-www.nakuru.go.ke for free.

Duly completed tenders, marked with "tender number" should be submitted and dropped at the county headquarters Tender box so as to be received on or before 3rd May, 2018. Addressed to:-

**The county secretary
Nakuru county Government
P O Box 2870
" NAKURU "**

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.

2.3.3 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 add end a 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 2.9, 2.10 and 2.11 below Tender Form and a Price Schedule completed in accordance with paragraph
- (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 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.

2.14.3 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 120 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. Their quest 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 over writing 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,” *(Tuesday 3rd may, 2018 at 10.00a.m.)*

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 *(Tuesday 3rd may, 2015 at 10.00a.m.)*.

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 the hospital board room on (Tuesday 3rd may, 2018 at 10.00a.m). 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 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 nonconformity 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 on indefinite – quantity frame work contracts.

(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 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 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 noncompetitive 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 inspection 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	24
3.2 Application.....	24
3.3 Country of Origin.....	24
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	25
3.7 Performance security.....	25
3.8 Inspection and Tests.....	26
3.9 Packing.....	27
3.10 Delivery and documents.....	27
3.11 Insurance	27
3.12 Payment.....	27
3.13 Price.....	28
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	29
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

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 corruptor 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 delaying performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

APENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of **MEDICAL DRUGS** shall complement or amend the provisions of instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderer and the provision of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers		
2.1	Particulars of eligible tenderers: Firms supplying Medical drugs Registered in Kenya		
2.2.2	Download tenders from the county government of Nakuru website- www.nakuru.go.ke		
2.10	Particulars of other currencies allowed. None		
2.11	Particulars of eligibility and qualification documents of evidence required. Please see Mandatory requirements on 2.22 below		
2.12.1	Particulars of tenderer security if applicable. Not applicable		
2.12.4	Form of tender security: Not applicable.		
2.13	Validity of tenders 120 days after the date of tender opening		
2.14.1	Copies of tender document to be submitted: An original and one (1) copy		
2.16.1	Address of receiving tenders: Completed Tender Documents should be deposited in the tender box provided at office of the medical superintendent addressed to:- To the medical superintendent – P.G.H. NAKURU, P.O. Box 71 , NAKURU		
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the procurement unit		
2.22	Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender document. a) Mandatory requirement (MR) The following requirements must be met by the tenderer		
	NO.	Requirements	Responsive or not responsive
	MR1	Must submit a copy of certificate of Registration/incorporation	
	MR2	Must submit a copy of valid Tax Compliance certificate	
	MR3	Must fill the price schedule in the format provided	
	MR4	Must fill in the form of tender in the format provided	
	MR5	Must submit a dully filled up Confidential Business Questionnaire in format provided	
	MR6	Must attach a copy of V.A.T registration certificate	
	MR7	Must attach a copy of business registration certificate from registrar of companies.	
	MR8	Must attach a copy of a single business permit	
	MR9	A copy of certificate of access to government procurement opportunity from the National Treasury or county treasury (Nakuru).	
Instructions to tenderers	Particulars of appendix to instruction to tenderers		
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.		
110			
	b) Technical Scores (TS) This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)		

	NO	Evaluation Attribute	Weighting Score	Max. Score
	T.S.1	Number of years in supplying of Medical drugs	<ul style="list-style-type: none"> • 5years and above- • 20marks • Other prorated at: <u>Number of years *20</u> 5 	20
	T.S.2	Provide a list of client and references to which the company has done similar services in the last (10) years	<ul style="list-style-type: none"> • 10 Clients with reference letters from the clients – 20 marks • Other prorated at: <u>Number of client's 20</u> 10 	20
	T.S.3	Financial Strength Provide audited accounts for the last two years (2015-2016 and 2016-2017)/	<ul style="list-style-type: none"> • Two years audited accounts -10 marks • One year audited accounts -5 marks 	20
	T.S.4	Certificates of Good Conduct	Provide copies of good conduct from the Kenya Police, Criminal Investigations Department for at least 5 staff members (2 marks each)	10
	T.S.5	Physical facilities - Provide details of physical address and contacts. Attach evidence	Details of physical address and contacts with copy of either title, lease documents or latest utility bill	20
	T.S.6	Organizational structure	-Give structure with details of responsibilities	10
	Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.			
2.24	Particulars of post – qualifications if applicable NCG – NAKURU may inspect the premises and confirm details			
2.24.4	A ward criterion: The lowest evaluated firm that score 70% and above will be awarded the contract.			
2.27	Particulars of performance security if applicable. 2% of contract sum			

PRICE LIST

NCG/MOH/T/1/2018-2020

SUPPLY AND DELIVERY OF MEDICAL DRUGS

	<i>Item Description</i>	<i>Unit of issue</i>	<i>UNIT COST Kshs.</i>
	TABLET AND CAPSULES		
1	Aceclofenac 100mg + Paracetamol 500mg +Chlorzoxane 250	100's	
2	Acetazolamide 250mg tablets	100's	
3	Activated charcoal 300mg tablets	100'S	
4	Acyclovir tab 400mg tablets	100'S	
5	Albendazole 400mg tablets	1000's	
6	Allopurinol 100mg tablets	30's	
7	Amitriptyline Tabs 25mg	1000's	
8	Amoxicillin/Clavulanic Acid 250/125mg tablets	20's	
9	Amoxicillin/Clavulanic Acid 500/125mg tablets	20's	
10	Amoxicillin 250mg capsules	1000's	
11	Amoxicillin 500mg capsules	500's	
12	Amlodipine 5mg tabs	30's	
13	Ampicillin+cloxacillin 500mg capsules	500's	
14	Artovastatin 10mg tablets	30's	
15	Artovastatin 20mg tablets	30's	
16	Azithromycin 500mg tabs	3's	
17	Aspirin 300mg tablets	100's	
18	Atenolol 50mg tablets	100's	
19	Betamethasone 0.25mg+Dexchlorpheniramine2mg	30's	
20	Benzhexol 5mg tablets	1000's	
21	Bisacodyl 5mg tablets	30's	
22	Bromocriptine 2.5 mg tablets	30's	
23	Calcium suppliment caps	100's	
24	Captopril 25mg tablets	100's	
25	Carbamazepine 200mg tablets	1000's	
26	Carbimazole 5mg tablets	100's	
27	Carvedilol 6.25mg tablets	28's	
28	Cefadroxil 500mg capsules	100's	
29	Cefuroxime 250mg tabs	10's	
30	Cetirizine 10mg tablets	100's	
31	Chloramphenical 250mg capsules	1000's	
32	Chlorpheniramine 4mg Tablets	1000's	
33	Chlorpromazine 25mg Tablets	100's	
34	Chlorpromazine 100mg Tablets	1000's	

35	Chlorzoxazone 250mg + Paracetamol 500mg	30's	
36	Ciprofloxacin 500mg tablets	100's	
37	Ciprofloxacin 250mg tablets	1000's	
38	Clarithromycin 250mg tabs	20's	
39	Codeine phosphate 30mg tablets	100's	
40	Cotrimoxazole 960mg tablets	500's	
41	Cotrimoxazole 480mg tablets	1000's	
42	Dapsone 100mg tablets	1000's	
43	Diazepam 5mg Tablets	1000's	
44	Diclofenac 100mg tablets	100's	
45	Diclofenac 50mg tablets	1000's	
46	Digoxin 250mcg tablets	500's	
47	Domperidone 10mg tablets	100's	
48	Doxycycline 100mg capsules	1000's	
49	Dydrogesterone 10mg tabs	20's	
50	Enalapril 5mg tablets	100's	
51	Erythromycin 250mg tablets	1000's	
52	H-Plyori Kits	kit	
53	Esomeprazole 20mg tab	100's	
54	Ferrous Sulphate 200mg tablets	1000's	
55	Ferrous sulphate with folic acid tablets	1000's	
56	Flucloxacillin 250mg capsules	1000's	
57	Fluconazole 200mg tablets	100's	
58	Fluoxetine 20mg caps	100's	
59	Folic Acid 5mg tablets	1000's	
60	Theophylline+Epheddrine tabs	1000's	
61	Furosemide 40mg tablets	1000's	
62	Gabapentin 300mg tabs	10's	
63	Glibenclamide 5mg tablets	1000's	
64	Glucosamine+Chondroitin sulphate	30's	
65	Griseofulvin 500mg tablets	100's	
66	Griseofulvin 250mg tablets	100's	
67	Haloperidol 5mg tabs	100's	
68	Hydroxychloroquine 200mg tabs	30's	
69	Hydrochlorothiazide 25mg tablets	100's	
70	Hydrochlorothiazide 50mg tablets	100's	
71	Hyoscine Butylbromide 10mg tablets	100's	
72	Iboprufen 200mg tablets	1000's	
73	Indomethacin 25mg capsules	1000's	
74	Iron+vit B12 + folic acid +other minerals caps	30's	
75	Junior Aspirin 75mg tablets	1000's	
76	Ketoconazole 200mg tablets	30's	
77	Levothyroxine 100mcg tablets	100's	
78	Levofloxacin 500mg tabs	10's	

79	Loperamide 2mg capsules	100's	
80	Lorsatan 50mg tablets	30's	
81	Lorsatan 50mg /Hydrochlorthiazide 12.5mg tablets	100's	
82	Magnesium Trisilicate Compound Tablets	1000;s	
83	Mefenamic acid 250mg capsules	100's	
84	Meloxicam 7.5mg tabs	100's	
85	Metformin 850mg tablets	100's	
86	Metformin 500mg tablets	100's	
87	Methyldopa 250mg tablets	100's	
88	Metoclopramide 10mg tablets	100's	
89	Metronidazole 200mg tablets	1000's	
90	Metronidazole + Diloxanide tablets	100's	
91	Misoprostol 200mcg tabs	60's	
92	Multivitamin Tablets	1000's	
93	Neurorobine Forte	500's	
94	Nifedipine 20mg tablets	1000's	
95	Nitrofurantoin 100mg tablets	1000's	
96	Norfloxacin 400mg tablets	100's	
97	Omeprazole 20mg capsules	100's	
98	Paracetamol 500mg tablets	1000's	
99	Phenobarbitone 30mg tablets	1000's	
100	Phenytoin 50mg tablets	1000's	
101	Pregabalin 150mg caps	28's	
102	Prednisolone 5mg tablets	1000's	
103	Promethazine 25mg tabs	1000's	
104	Propranolol 40mg tablets	1000's	
105	Pyridoxine 50mg tablets	100's	
106	Quinine Sulphate 200mg tablets	1000's	
107	Quinine Sulphate 300mg tablets	100's	
108	Ranitidine 150mg Tablets	100's	
109	Salbutamol 4mg Tablets	1000's	
110	Sodium valproate 200mg tablets	500's	
111	Spironolactone 25mg tablets	500's	
112	Sulphadoxine/pyrimethamine 500mg/25mg tablets	1000's	
113	Tinidazole 500mg tablets	1000's	
114	Tranexamic acid 250mg caps	100's	
115	Tranexamic acid 500mg caps	100's	
116	Tramadol 50mg capsules	100's	
117	Vitamin B complex tablets	1000's	
118	Vitamin D3, Calcium and other minerals tablets	100's	
119	Warfarin 5mg tablets	100's	
120	Zinc sulphate dispersible 20mg tablets	100's	

	INJECTABLES		
1	Adrenaline (Epinephrine)1mg/1ml Injection	amp	
2	Amikacin sulphate 500mg injection	vial	
3	Amikacin 125mg injection	vial	
4	Aminophylline 2mg/ml, 10ml Injection	amp	
5	Amphotericin B 50mg injection.	vial	
6	Ampicillin + cloxacillin Injection	vial	
7	Atropine Sulphate 1mg/ml Injection	amp	
8	Atracurium Inj 50mg/5ml	amp	
9	Benzathine Penicillin 2.4mu Injection	vial	
10	Benzympenicillin 1MIU Injection	vial	
11	Benzympenicillin 5MIU Injection	vial	
12	Betamethasone Dipropionate 5mg inj	amp	
13	Bupivacaine 0.5 % (plain)	amp	
14	Bupivacaine Heavy Spinal Inj 5mg/ml, 4ml Amp	amp	
15	Calcium gluconate 1g/10ml Injection	amp	
16	Cefriaxone 250mg Injection	vial	
17	Cefriaxone 1gm Injection	vial	
18	Ceftazidime 1gm inj	vial	
19	Cefazolin 1gm inj	vial	
20	Chloramphenicol 1gm Injection	vial	
21	Chlorpheniramine 10mg/ml Injection	amp	
22	Chlorpromazine Injection 50mg/ml, 2ml Amp	amp	
23	Clopixol 200mg/ml Depot Inj	vial	
24	Darrows 1\2" Strength IV Infusion 500ml	bottle	
25	Dental Cartridges Lignocaine 2% + Adrenaline	amp	
26	Dexamethasone Injection 44mg/ml	amp	
27	Dextran 70/Glucose 6%/5% Infusion 500ml	bottle	
28	Diazepam Injection 5mg/ml, 2ml Amp	amp	
29	Diclofenac Injection 25mg/ml, 3ml Amp	amp	
30	Dopamine 200mg inj	amp	
31	Enoxaparin 40 mg injection	amp	
32	Enoxaparin 20mg injection	amp	
33	Erythropoetin 2000 I.U Injection β	vial	
34	Erythropoetin 2000 I.U Injection α	vial	
35	Ethanol 10% I.V 100ml	bottle	
36	Fentanyl 100mcg inj	amp	
37	Flucloxacillin 500mg injection	vial	
38	Flupentixol 20mg inj	amp	
39	Flupentixol 40mg inj	amp	
40	Fluphenazine Decanoate 25mg/1ml Injection	amp	
41	Furosemide 10mg/ml 2ml Injection	amp	

42	Gentamicin 20mg/ml Injection	amp	
43	Gentamicin 80mg/ml Injection	amp	
44	Glucose 50% 100ml	bottle	
45	Glucose Infusion 10% 500ml	bottle	
46	Glucose Infusion 5% 500ml	bottle	
47	Haemacel Infusion 500ml	bottle	
48	Haloperidol Decanoate Depot 50mg/ml Injection	amp	
49	Heparin Injection 5000iu/ml 5ml vial	vial	
50	Hyaluronidase 1500IU inj	vial	
51	Hydralazine 20mg/2ml Injection	amp	
52	Hydrocortisone 100mg Injection	vial	
53	Hyoscine Butylbromide Inj 20mg/ml	amp	
54	Insulin Biphasic 30/70 100iu/ml 5ml vial	vial	
55	Insulin Soluble Human 100iu/ml, 10ml Vial	vial	
56	Iron Sucrose Injection	amp	
57	IV Infusion Giving Set With Air Inlet	no.	
58	Ketamine Injection 50mg/ml, 10ml Vial	vial	
59	Lidocaine Injection 2% 30ml Amp	vial	
60	Mannitol Infusion, 500ml	bottle	
61	Magnesium Sulphate Injection 50%, 10ml Amp	amp	
62	Metoclopramide 5mg/ml Injection	amp	
63	Metronidazole Injection 5mg/ml, 100ml	bottle	
64	Midazolam 5mg/5ml inj	Amp	
65	Morphine sulphate 10mg/ml injection	amp	
66	Naloxone injection	amp	
67	Neostigmine Methylsulph. 2.5mg/ml, 1ml Amp	amp	
68	Oxytocin Inj 10iu/ml, 1ml Amp	amp	
69	Oxytocin Inj 5iu/ml	amp	
70	Pabrinex Inj	pair-10's	
71	Pancuronium Bromide Inj 2mg/ml, 2ml Amp	amp	
72	Pethidine Inj 100mg/ml, 2ml Amp	amp	
73	Pethidine Inj 50mg/ml, 1ml Amp	amp	
74	Phenobarbitone 200mg/ml injection	amp	
75	Phenytoin 250mg/5ml injection	amp	
76	Potassium Chloride Inj 15%	amp	
77	Quinine Dihydrochloride Inj 300mg/ml 2ml Amp	amp	
78	Ranitidine 25mg/ml Injection, 2ml Amp	amp	
79	Sodium Bicarbonate Injection 8.4%, 10ml Amp	amp	
80	Sodium Chloride IV Infusion 0.9%	bottle	
81	Sodium Lactate Co IV Infusion (Hartmanns)	bottle	
82	Sodium Stibogluconate Injection 100mg/ml, 100ml Amp	bottle	

83	Suxamethonium Chloride Injection 50mg/ml, 2ml Amp	amp	
84	Thiopentone Injection 500mg	vial	
85	Tramadol injection	amp	
86	Tranexamic 500mg inj	amp	
87	Triamcinolone acetonide 0.1%	amp	
88	Vitamin B Complex+Vit C Inj	amp	
89	Vitamin K(phytomenadione) Inj 10mg/ml, 1ml Amp	amp	
90	Vitamin K(phytomenadione) Inj2mg/ml, 0.2ml Amp	amp	
91	Water For Inj 10ml Amp	amp	
	SYRUPS		
1	Amoxicillin 125mg/5ml suspension	100ml bottle	
2	Amoxicillin/clavulanic Acid Oral 156mg suspension	100ml bottle	
3	Amoxicillin/clavulanic Acid Oral 228mg suspension	100ml bottle	
4	Ampicillin/Cloxacillin 250mg/5 ml suspension	100ml bottle	
5	Ampicillin/Cloxacillin Oral Drops 90mg/0.6ml	30ml bottle	
6	Expectorant with salbutamol,bromhexine,guaiphenisin	100 ml bottle	
7	Azithromycin 200mg/ml syrup	bottle	
8	Mucolytic with salbutamol,telbutaline,guaiphenisin	100 ml bottle	
9	Calcium suppliment syrup	150ml bottle	
10	Carbocisteine Adult	100ml bottle	
11	Carbocisteine Paediatric	100ml bottle	
12	Cefuroxime 125mg/5ml syrup	bottle	
13	Cetirizine 5mg/5ml syrup	60ml bottle	
14	Chlorpheniramine 2mg/ml syrup	5 litres	
15	Chlorpheniramine 2mg/ml syrup	60ml bottle	
16	Cotrimoxazole Susp 240mg/5ml	50ml bottle	
17	Digoxin Elixir 25mcg/ml	100ml bottle	
18	Domperidone syrup	60ml bottle	
19	Enemax solution	100ml bottle	
20	Erythromycin Oral Susp 125mg/5ml	100ml bottle	
21	Flucloxacillin 125mg/5ml syrup	100ml bottle	
22	Ibuprofen 100mg/5ml syrup	100ml bottle	
23	Iron+vit B12+Folic acid syrup	100ml bottle	
24	Lactulose Syrup	200ml bottle	
25	Metronidazole Oral Susp 200mg/5ml	100ml bottle	
26	Morphine Powder	100 grams	
27	Multivitamin Syrup	5 Litres	
28	Multivitamin Syrup	100ml bottle	

29	Nystatin Oral Suspension 100,000iu/ml	30ml bottle	
30	ORS Sachets (Who citrate Formula For 500ml)	sachets	
31	Paracetamol 120mg/5ml Suspension	100ml bottle	
32	Paracetamol 120mg/5ml suspension	5 litres	
33	Promethazine syrup 5mg/5ml	60ml bottle	
34	Antacid Syrup with simethicone	bottle	
35	Vitamin D3, Calcium and other minerals Syrup	bottle	
36	Salbutamol Oral Solution 2mg/5ml	100ml bottle	
37	Antitussive with dextromethorphan	100ml bottle	
	EYE/EAR/NASAL PREPARATIONS		
1	Amethocaine eye drops 0.5%	dropper	
2	Atropine ophthalmic solution	dropper	
3	Chloramphenicol eye/ear drops	dropper	
4	Ciprofloxacin eye/ear drops	dropper	
5	Ciprofloxacin eye ointment	tube	
6	Dexamethasone + Neomycin Eye Drops 0.1%	dropper	
7	Dexamethasone eye drops	dropper	
8	Dexamethasone+Neomycin+Polymixin B eye/ear drops	dropper	
9	Dexamethasone+Neomycin+Polymixin B eye/ear ointment	tube	
10	Diclofenac eye drops	dropper	
11	Ephedrine nasal drops	dropper	
12	Fluticasone furoate nasal spray	bottle	
13	Gentamicin 0.3%w/v Eye/Ear Drops	dropper	
14	Hydrocortisone Eye Drops 1%	dropper	
15	Normal saline nasal drops	dropper	
16	Pilocarpine Hcl 2% Eye Drops	dropper	
17	Pilocarpine Hcl 4% Eye Drops	dropper	
18	Tears Naturrale	dropper	
19	Tetracycline Eye Oint 1% 5G Tube	tube	
20	Tobramycin+Dexamethasone eye drops	dropper	
21	Timolol Eye Oint Drops 0.25%	tube	
	EXTERNAL PREPARATIONS		
1	Acetic Acid (Table Vinegar)	700ml bottle	
2	Alcohol Swabs	100's	
3	Aqueous Cream	500 gm	
4	Antihaemorrhoidal cream	tube	
5	Antihaemorrhoidal suppositories	10's	
6	Benzylbenzoate 25% Application	bottle	
7	Betamethasone + Gentamycin cream	tube	
8	Betamethasone + neomycin cream	tube	

9	Betamethasone + salicylic acid cream	tube	
10	Budesonide 200 doses inhaler	Can	
11	Calamine Lotion	100ml	
12	Cetrimide/Chlorhexidine Solution	5 litres	
13	Cidezyme enzymatic detergent	5 litres	
14	Chlorhexidine Gluconate 5% Soln	5 litres	
15	Chlorhexidine Gluconate 1% Soln	5 litres	
16	Clotrimazole Cream 1%	tubes	
17	Clotrimazole Pessaries 200mg (+Applicator)	3's	
18	Cold cream	500 gm	
19	Diclofenac gel	tubes	
20	Dispensing envelopes 'plastic reseable' 110mm*70mm '	100's	
21	Emulsifying Ointment	500gm	
22	Emulsifying wax	500gm	
23	Endozyme enzymatic cleaner	5 litres	
24	Exevate MF	tube	
25	Formalin 36% solution	5 litres	
26	Formoterol & Budesonide 200 Inhaler	No.	
27	Gentian violet powder	25gm	
28	Glutaraldehyde soln with activator	5 litres	
29	Halothane Inhalation	bottle	
30	Hydrocortisone cream	tube	
31	Hydrocortisone ointment 1 %	tube	
32	Hydrogen Peroxide Soln 6%	5 litres	
33	KY lubricating jelly	tube	
34	Lignocaine 10% spray	bottle	
35	Liquid Paraffin	5 litres	
36	Lugol Solution	1 litre	
37	Lysol	5 litres	
38	Methylated Spirit 70%	5 litres	
39	Methylated Spirit 96%	5 litres	
40	Metronidazole gel	tube	
41	Miconazole cream	tube	
42	Miconazole oral gel	tube	
43	Mometasone 0.1% ointment	tube	
44	Mometasone 0.1% cream	tube	
45	Paracetamol 125mg Suppository	10's	
46	Petroleum jelly	15 kgs	
47	Plastic dispensing bottles, 100ml	each	
48	Plastic dispensing bottles, 60ml	each	
49	Povidone Iodine 1% mouthwah Gargle	100ml	
50	Povidone Iodine Soln 10%	5 litres	
51	Povidone Iodine Soln 10%	1 litres	
52	Povidone iodine soln 7.5%(surg swab)	500ml bottle	
53	Presept tabs	100's	

54	Salbutamol+Beclomethasone 200 doses	can	
55	Salbutamol Inhaler. 100mcg/Dose (200 Doses)	bottle	
56	Salbutamol Nebuliser Soln 5mg/ml, 10ml Vial	vial	
57	Salicyclic acid powder	250gm	
58	Silver Sulphadiazine 1% Cream	100gm jar	
59	Silver Sulphadiazine 1% Cream	250gm jar	
60	Silver Sulphadiazine 1% Cream	tube	
61	Sodium Hypochlorite Soln 4-6%	5 litres	
62	Surgical Spirit	5 litres	
63	Tacrolimus 0.1%	tube	
64	Tacrolimus 0.03%	tube	
65	Tretinoin 0.05% cream	tube	
66	Triomcinolone Cream	tube	
67	Tretinoin +Hydroquininone+mometasone cream	tube	
68	Urea powder	500gm	
69	Zinc Oxide Paste	500gm	

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 contract award and should incorporate the accepted contract price at the time of submitting the tender. The Contract Form shall be completed after.
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 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 of20.....

[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.