



COUNTY GOVERNMENT OF NAKURU



DEPARTMENT OF HEALTH SERVICES

TENDER NO: CGN/MOH/PGH/T/1/2020-2022

SUPPLY AND DELIVERY OF MEDICAL DRUGS

CLOSING DATE:

7th SEPTEMBER, 2020.

**COUNTY GOVERNMENT OF NAKURU,
MINISTRY OF HEALTH SERVICES,
NAKURU LEVEL 5,
P.O. BOX 71,
NAKURU.**

F/Y 2020-2022

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SECTION I: INVITATION TO TENDER

DATE:

TENDER REFERENCE NUMBER: **CGN/MOH/PGH/T/1/2020-2022**

TENDER NAME: **SUPPLY AND DELIVERY OF MEDICAL DRUGS.**

The County Government of Nakuru invites sealed bids from eligible candidates for the **SUPPLY AND DELIVERY OF MEDICAL DRUGS.**

Interested and eligible candidates may obtain further information and inspect the tender documents from The Supply Chain Management Office, Ministry of Health, Nakuru Level 5 Hospital as from 8:00 a.m. – 10:00 p.m. and 2:00 p.m. – 5:00 p.m.

Tender document to be obtained from the county government of Nakuru website: **www.nakuru.go.ke** or from the Public Information Portal; www.tenders.go.ke for free for free.

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.

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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.

Duly completed tenders, marked with “**tender number**” should be submitted and dropped in the tender box provided at office of **The Medical Superintendent** box so as to be received on or before **Monday 7th September, 2020 at 10.00 a.m.** Addressed to: -

THE COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE
COUNTY GOVERNMENT OF NAKURU
P O Box 71-20100
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.
- 2.3.2 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:
 - a) Invitation to Tender
 - b) Instructions to tenderers
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Schedule of requirements
 - f) Technical Specifications
 - g) Tender Form and Price Schedules
 - h) Tender Security Form
 - i) Contract Form
 - j) Performance Security Form
 - k) Bank Guarantee for Advance Payment Form
 - l) Manufacturer’s Authorization Form
 - m) 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 three (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) As per the clauses 2.9, 2.10 and 2.11, the Tender Form and a Price Schedule completed in accordance with clause 2.8 below.
- b) Documentary evidence established in accordance with clause 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 clause 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 sub clause 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 the 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 The prices indicated shall be inclusive of delivery to the Nakuru Level 5 Hospital as well the following sub-county hospitals; Naivasha, Molo, Olenguruone, Bahati, Elburgon and Subukia. If there is a difference in pricing for delivery to these areas, the bidder should clearly indicate the different prices on a separate appendix for each.

2.10.4 Prices quoted by the tenderer shall be fixed during the 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 clause 2.22.

2.10.5 The validity period of the tender shall be 150 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 clause 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 clause 2.2.

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 clause 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 subclause 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 is required to protect the procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to subclause 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another

form acceptable to the procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured in accordance with subclause 2.14.1 and will be rejected by the procuring entity as non-responsive, pursuant to clause 2.22.

2.14.5 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.

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

2.14.7 The tender security may be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

b) In the case of a successful tenderer, if the tenderer fails:

i. To sign the contract in accordance with subclause 2.27 or

ii. To furnish performance security in accordance with subclause 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the procuring entity, pursuant to clause 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 request and the responses thereto shall be made in writing. The tender security provided under clause 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 un-amended 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,**” **Monday 7th September, 2020 at 10.00 a.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 subclause 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 subclause 2.17.2 no later than” **Monday 7th September, 2020 at 10.00 a.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 clause 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 clause 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to subclause 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 fourteen (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 **Monday 7th September, 2020 at 10.00 a.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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The procuring entity may waive any minor informality or 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 clause 2.23 the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The tender evaluation committee shall evaluate the tender within thirty (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 clause 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 tenderer's qualifications submitted by the tenderer, pursuant to subclause 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 framework 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 clause 2.29, the procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to clause 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 thirty (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 clause 2.27 and/or clause 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of 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 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.

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:

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- 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 subclause 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in subclause 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 clause 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 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 its delaying performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the 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.
2.1	Download tenders from the county government of Nakuru website: www.nakuru.go.ke
2.11	Particulars of currencies allowed: Kenya Shillings
2.11	Particulars of eligibility and qualification documents of evidence required: Please see Mandatory requirements on 2.22 below
2.14	Particulars of tenderer security if applicable. Not applicable
2.14	Form of tender security: Not applicable.
2.15	Validity of tenders: 150 days after the date of tender opening
2.14.1	Copies of tender document to be submitted: An original and one (1) copy. The two tender documents must be securely bound (spiral or book) and clearly marked by the tenderer. No loose documents will be accepted. All pages of both (original and copy) documents must be sequentially serialized by the tenderer.
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 COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE, COUNTY GOVERNMENT OF NAKURU, P.O. BOX 71-20100, NAKURU.
2.16	Bulky tenders which will not fit in the tender box shall be delivered to the procurement unit located at the Nakuru Provincial General Hospital Gate 1.

Evaluation and Comparison of Tender

A. PRELIMINARY EVALUATION

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.

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender document.

S/NO	MANDATORY REQUIREMENTS	RESPONSIVENESS (YES/NO)
1.	Copy of Certificate of Incorporation/Registration	
2.	Copy of CR12 from Registrar of Companies, or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable.	
3.	Copies of National Identities for the company directors.	
4.	Copy of V.A.T / PIN Registration Certificate	
5.	Copy of Valid and Current Tax Compliance Certificate or Tax-Exempt Certificate from the Kenya Revenue Authority.	
6.	Copy of Valid and Current Single Business Permit	
7.	Particulars of the Tendering Company covering the Company Background / Profile. Including the physical, postal and email address.	
8.	Copy of the Current Practicing License of the Pharmacist Superintendent.	
9.	Copy of Registration Certificate of premises by the Pharmacy and Poisons Board (PPB)	
10.	Evidence of Distribution Certificates, and/or Importation Documents, and/or Manufacturer's Authorization as per the standard form provided.	
11.	Duly filled, signed and stamped form of tender in the format provided.	
12.	Duly filled, signed and stamped Confidential Business Questionnaire in the format provided, signed and stamped.	
13.	Duly filled, signed and stamped Anti-Corruption Declaration Commitment / Pledge / Integrity Form.	
14.	Duly filled, signed and stamped Price Schedule in the format provided.	
15.	Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender.	

NOTE:

- i. **Non-compliance with mandatory requirements will automatically result in disqualification.**
- ii. **All the copies of original documents provided in the mandatory requirements should be certified by a commissioner of oaths.**

B. TECHNICAL EVALUATION

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS).

Technical Proposals shall be subject to the following evaluation criteria:

S/NO	EVALUATION CRITERIA	EVALUATION ATTRIBUTE	WEIGHTING SCORE	MAXIMUM SCORE
1.	Experience of bidder in the supply and delivery of medical drugs	No. of years supplying and delivering medical drugs (Attach certificate of incorporation)	10 years and above =10 marks Others prorated at (No. of years x 10 marks)/10 years	10 marks
		No. of businesses done in the supply and delivery of medical drugs (Attach LPOs/Award and Completion Letters/Reference Letters from similar government institutions (Hospitals) and any other recognizable organization evidencing the supply of drugs of a similar nature in the last three years 2019, 2018 and 2017) <i>Bidders MUST provide supporting documents to include; the Contract Prices and Copies of Completion Letters, Names and Addresses of Clients who may be contacted for further information on these contracts for each of the works provided to be considered.</i>	10 businesses and above =10 marks Others prorated at (No. of businesses x 10 marks)/10 businesses	10 marks
		Magnitude of businesses done in supplying medical drugs in the year 2017, 2018 and 2019 (Attach LPOs/Award and Completion Letters/Reference Letters from similar government institutions (Hospitals) and any other recognizable organization)	25 million and above = 10 marks Others prorated at (Value of business x 10 marks)/ 25	10 marks

			million	
2.	Financial Capacity	Liquidity Ratios: Current Ratio=Current Asset/Current Liabilities (Attach Audited Accounts for year 2017, 2018 and 2019)	Ratio of 1 and above = 15 marks Others prorated at (Ratio x 15 marks)/1 ratio	15 marks
		Acid Test Ratio = Current Assets Less (-) Stock/ Current Liabilities (Attach Audited Accounts for year 2017, 2018 and 2019)	Ratio of 2 and above = 15 marks Others prorated at (Ratio x 15 marks)/2 ratio	15 marks
		Line of Credit (Attach a letter from a bank or financial institution recognized by the CBK)	20 million and above = 10 marks Others prorated at (Value of credit x 10 marks)/ 20 million	10 marks
3.	Staff Qualification	Firm's Organizational Structure including duly signed Resumes of at least two technical staff: Duly registered Pharmacists with evidence of current membership of a professional body and annual practicing license serial number.	2 staff and above = 10 marks Other prorated at (No. of staff/2) x 10 marks	10 marks
4.	Capacity to handle volumes of business	Adequacy of list of storage, transport and distribution facilities and detail of whether they are owned, leased or hired, with proof <i>(Owned carries full marks, leased or hired carries half marks. Bidders must provide evidence of ownership, lease or hire)</i>	Storage - 5 marks Transport / distribution – 5 marks	10 marks
		Proposal for supply management for duration of contract to include staffing, sourcing, stocking, delivery, after sales support, customer care policy, and supply risk mitigation to be employed in this contract	Complete Proposal = 10 marks	10 marks

NOTE:

- i. Only bidders who score 70% and above in the technical evaluation 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.**

C. FINANCIAL EVALUATION

The evaluation committee shall conduct price comparison of the bidders and shall make recommendation for award to the lowest evaluated bidder.

Any other firm that scores 70% and above on the tender evaluation will be requested to supply at the lowest evaluated prices to form part of the contract.

D. DUE DILIGENCE

The County Government of Nakuru will conduct due diligence on need basis where verification of material fact may be required.

Bidders that provide false information shall be automatically be disqualified and recommended for debarment pursuant to clause 41(d) of the Public Procurement and Asset Disposal Act, 2015.

SECTION IV: PRICE SCHEDULE

CGN/MOH/T/1/2020-2022 FOR THE SUPPLY AND DELIVERY OF MEDICAL DRUGS

SUPPLY AND DELIVERY OF MEDICAL DRUGS
NCG/MOH/PGH/T/1/2018-2020

a) Essential Drugs

	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
S/NO	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	Acetylsalicylic acid 75mg	30s	
6	Acetylsalicylic acid 75mg	1000s	
7	Acetylsalicylic acid 300mg	1000s	
8	Albendazole 400mg chewable tablets	500s	
9	Albendazole 400mg chewable tablets	1000's	
10	Allopurinol 100mg tablets	30's	
11	Allopurinol 300mg tablets	30's	
12	Amitriptyline 25mg tablets	1000's	
13	Amoxicillin/Clavulanic Acid 250/125mg tablets	20's	
14	Amoxicillin/Clavulanic Acid 500/125mg tablets	20's	
15	Amoxicillin/Clavulanic Acid 875/125mg tablets	10s	
16	Amoxicillin/Clavulanic Dispersible tablets 228.5mg	10s	
17	Amoxycillin Dispersible Scored Tablets 125mg, 20 Pack	20s	
18	Amoxycillin 250mg capsules	500's	
19	Amoxycillin 250mg Dispersible scored tablets	100s	
20	Amoxycillin 500mg capsules	1000's	
21	Aminosidine 250 mg	20s	
22	Amiodarone Hydrochloride 200mg tablets	30s	
23	Amlodipine 5mg tabs	30's	
24	Amlodipine 5mg tabs	100's	
25	Ampicillin+cloxacillin 500mg capsules	500's	
26	Artemether/Lumefantrine Tablets 20mg/120mg	24s	
27	Artemether/Lumefantrine Tablets 20mg/120mg	18s	
28	Artemether/Lumefantrine Tablets 20mg/120mg	12s	
29	Artemether/Lumefantrine Dispersible Tablets 20mg/120mg	6s	
30	Artovastatin 10mg tablets	30's	
31	Artovastatin 20mg tablets	30's	
32	Azathioprine 50Mg,Scored tablets	100s	
33	Azithromycin 500mg tabs	3's	
34	Atenolol 50mg tablets	100's	

35	Baclofen 10mg	100s	
36	Betamethasone 0.25mg+Dexchlorpheniramine2mg	30's	
37	Benzhexol 5mg tablets	1000's	
38	Bisacodyl 5mg tablets	100's	
39	Bisoprolol 5mg tablets	30s	
40	Bromazepam 3mg tablets	30s	
41	Bromocriptine Tablets 2.5mg	30s	
42	Cabergoline 0.5mg tablets	30s	
43	Carbimazole 5mg tablets	100's	
44	Carvedilol 6.25mg tablets	30's	
45	Cefadroxil 500mg capsules	100's	
46	Cefixime 400mg tablets	10s	
47	Cefixime Tablets 200mg	10s	
48	Cefuroxime 250mg tabs	10's	
49	Cefuroxime 500mg tablets	10s	
50	Celecoxib 100mg tablets	30s	
51	Celecoxib 200mg tablets	50s	
52	Cetirizine 10mg tablets	100's	
53	Chloramphenical 250mg capsules	1000's	
54	Chlorpheniramine 4mg Tablets	1000's	
55	Chlorpromazine 25mg Tablets	100's	
56	Chlorpromazine 100mg Tablets	1000's	
57	Chlorzoxazone 250mg + Paracetamol 500mg	100's	
58	Ciprofloxacin 500mg tablets	100's	
59	Ciprofloxacin 250mg tablets	1000's	
60	Clarithromycin 250mg tabs	20's	
61	Clarithromycin 500mg tablets	10s	
62	Clomiphene Tablets 50mg	30s	
63	Clopidogrel 75mg tablets	100s	
64	Clopidogrel 75mg tablets	30s	
65	Clopidogrel 300Mg Tablets	30s	
66	Clindamycin 150mg caps	100s	
67	Clindamycin 300mg caps	100s	
	Clonazepam 0.5mg	30s	
68	Codeine phosphate 30mg tablets	100's	
69	Cotrimoxazole 960mg tablets	500's	
70	Cotrimoxazole 480mg tablets	1000's	
71	Dapsone 100mg tablets	1000's	
72	Dexamethasone 0.5mg tablets	1000s	
73	Dexamethasone 4mg tablets scored	100s	
74	Diazepam 5mg Tablets	1000's	
75	Diclofenac 100mg tablets	100's	
76	Diclofenac 50mg tablets	100's	
77	Diclofenac/Paracetamol/Chlorzoxazone tablets	100s	
78	Digoxin 250mcg tablets	500's	

79	Dihydrocodeine 30mg tablets	100s	
80	Dihydroartemisinin/Piperaquine Tablets 40mg/320mg	9s	
81	Diloxanide furoate 500mg tablets	500s	
82	Domperidone 10mg tablets	100's	
83	Doxycycline 100mg capsules	1000's	
84	Dydrogesterone 10mg tabs	20's	
85	Enalapril 5mg tablets	100's	
86	Erythromycin 250mg tablets	1000's	
87	H-Plyori Kit	kit	
88	Esomeprazole 40mg tab	100s	
89	Esomeprazole 20mg tab	100's	
90	Ferrous Sulphate 200mg tablets	1000's	
91	Ferrous sulphate with folic acid tablets	1000's	
92	Flucloxacillin 250mg capsules	100s	
93	Flucloxacillin 250mg capsules	500's	
94	Flucloxacillin 500mg capsules	500s	
95	Flucloxacillin 500mg capsules	100s	
96	Fluconazole 200mg tablets	100's	
97	Fluoxetine 20mg caps	100's	
98	Folic Acid 5mg tablets	1000's	
99	Furosemide 40mg tablets	1000's	
100	Gabapentin 300mg tabs	10's	
101	Glibenclamide 5mg tablets	1000's	
102	Gliclazide 80mg tablets scored	28s	
103	Glucosamine+Chondroitin sulphate	30's	
104	Griseofulvin 500mg tablets	100's	
105	Griseofulvin 250mg tablets	100's	
106	Griseofulvin 125mg tablets	100s	
107	Haematinic tablets	30s	
108	Haloperidol 5mg tabs	100's	
109	Hydralazine 25mg	100s	
110	Hydroxychloroquine 200mg tabs	30's	
111	Hydrochlorothiazide 25mg tablets	100's	
112	Hydrochlorothiazide 50mg tablets	100's	
113	Hyoscine Butylbromide 10mg tablets	100's	
114	Ibuprofen 200mg tablets	1000's	
115	Indomethacin 25mg capsules	1000's	
116	Iron+vit B12 + folic acid +other minerals caps	30's	
117	Isosorbide mononitrate 10mg Tablets	56s	
118	Isosorbide mononitrate 20mg Tablets	100s	
119	Isosorbide dinitrate 10mg Tablets	100s	
120	Isosorbide dinitrate 20mg Tablets	56s	
121	Ketoconazole 200mg tablets	30's	
122	Lansoprazole 15mg Dispersible tablets	10s	
123	Levothyroxine 50mcg tablets	100s	

124	Levothyroxine 100mcg tablets	100's	
125	Levofloxacin 250mg tabs	10s	
126	Levofloxacin 500mg tabs	10's	
127	Loperamide 2mg capsules	100's	
128	Loratadine 10mg tablets	100s	
129	Lorsatan 50mg tablets	30's	
130	Lorsatan 50mg /Hydrochlorthiazide 12.5mg tablets	30s	
131	Magnesium Trisilicate Compound Tablets	1000s	
132	Mefenamic acid 250mg capsules	100's	
133	Meloxicam 7.5mg tabs	100's	
134	Metformin 850mg tablets	100's	
135	Metformin 500mg tablets	100's	
136	Metformin 500mg tablets	1000's	
137	Methyldopa 250mg tablets	100's	
138	Methylprednisolone 2mg tabs	1000s	
139	Methylprednisolone 4mg tabs	1000s	
140	Metoclopramide 10mg tablets	100's	
141	Metolazone 5mg tablets	30s	
142	Metronidazole 200mg tablets	1000's	
143	Metronidazole + Diloxanide tablets	100's	
144	Misoprostol 200mcg tabs	28's	
145	Montelukast 10mg Tablets	14s	
146	Multivitamin Tablets	1000's	
147	Neurorobine Forte	500s	
148	Nifedipine 20mg tablets	100s	
149	Nifedipine 20mg tablets	1000's	
150	Nitrofurantoin 100mg tablets	1000's	
151	Norfloxacin 400mg tablets	100's	
152	Omeprazole 20mg capsules	100's	
153	Olanzapine 10mg tablets	100s	
154	Paracetamol 500mg tablets	100s	
155	Paracetamol 500mg tablets	1000's	
156	Paracetamol/Codeine/Caffeine/Doxylamine 450mg/10mg30mg/5mg	18s	
157	Pioglitazone 30mg tablets	28s	
158	Phenobarbitone 30mg tablets	1000's	
159	Phenytoin 50mg tablets	1000's	
160	Phenytoin 50mg tablets	100s	
161	Phenytoin 100mg tablets	100s	
162	Phenytoin 100mg tablets	1000s	
163	Praziquantel Scored Tablets 600mg	100s	
164	Pregabalin 75mg caps	30s	
165	Pregabalin 150mg caps	30s	
166	Prednisolone 5mg tablets	100s	
167	Prednisolone 5mg tablets	1000's	

168	Proguanil Hydrochloride Tablets 100mg	56s	
169	Promethazine 25mg tabs	1000's	
170	Propranolol 40mg tablets	1000's	
171	Polyethylene glycol satchets	satchets	
172	Pyridoxine 50mg tablets	100's	
173	Quetiapine 300mg	30s	
174	Quetiapine 50mg	30s	
175	Quetiapine 100mg	30s	
176	Quetiapine 200mg	30s	
177	Quinine Sulphate 200mg tablets	1000's	
178	Quinine Sulphate 300mg tablets	100's	
179	Ranitidine 150mg Tablets	100's	
180	Risperidone 2mg tabs scored	50s	
181	Rivaroxaban 10mg tablets	10s	
182	Rivaroxaban 15mg tablets	14s	
183	Rivaroxaban 20mg tablets	14s	
184	Salbutamol 4mg Tablets	1000's	
185	Sitagliptin 50mg tablet	30s	
186	Sodium valproate 200mg tablets	100's	
187	Sodium valproate 500mg tablets	100s	
188	Spironolactone 25mg tablets	100s	
189	Spironolactone 25mg tablets	500's	
190	Sulphadoxine/pyrimethamine 500mg/25mg tablets	1000's	
191	Tamsulosin Hydrochloride Tablets 400mcg	10s	
192	Telmisartan 40mg tablets	30s	
193	Theophylline+Ephedrine tabs	1000's	
194	Theophylline 200mg	100s	
195	Tinidazole 500mg tablets	1000's	
196	Tranexamic acid 250mg caps	100's	
197	Tranexamic acid 500mg caps	100's	
198	Tramadol 50mg capsules	100's	
199	Trimetazidine 35mcg	30s	
200	Vildagliptin 50mg	56s	
201	Retinol (Vitamin A) Palmitate Capsules 200,000 IU	100s	
202	Vitamin B complex tablets	1000's	
203	Vitamin B Complex (B1, B6 And B12)	20s	
204	Vitamin C 250mg tablets	1000s	
205	Vitamin C 500mg tablets	1000s	
206	Vitamin D tablets 10mcg	tablets	
207	Vitamin D tablets 25mcg	tablets	
208	Vitamin D tablets 50mcg	tablets	
209	Vitamin D tablets 100mcg	tablets	
210	Vitamin D3, Calcium and other minerals tablets	100's	
211	Warfarin 5mg tablets	100's	
212	Zinc sulphate dispersible 20mg tablets	100's	

	INJECTABLES		
1	Acetylcysteine 200mg/ml 10ml amp	Amp	
2	Acyclovir 250mg Injection	Vial	
3	Adrenaline (Epinephrine)1mg/1ml Injection	amp	
4	Albumin (Human) 20%		
5	Artesunate 60mg	Vial	
6	Artesunate 120mg	vial	
7	Albumin (Human) 20%	100ml bottle	
8	Amikacin sulphate 500mg injection	vial	
9	Amikacin 125mg injection	vial	
10	Aminophylline 2mg/ml, 10ml Injection	amp	
11	Amiodarone Hydrochloride 550mg	Vial	
12	Amoxicillin Clavulanic acid 1.2 gInj	amp	
13	Amphotericin B 50mg injection.	vial	
14	Ampicillin + cloxacillin Injection	vial	
15	AntiD	vial	
16	Antirabies vaccine	Vial	
17	Antirabies serum immunoglobulin	Vial	
18	Atropine Sulphate 1mg/ml Injection	amp	
19	Atracurium Inj 50mg/5ml	amp	
20	Azithromycin Injection, 500mg	vial	
21	Benzathine Penicillin 2.4mu Injection	vial	
22	Benzathine Penicillin 1.2mu Injection	vial	
23	Benzympenicillin 1MU Injection	vial	
24	Benzympenicillin 5MU Injection	vial	
25	Betamethasone Dipropionate 5mg inj	amp	
26	Blood expander voluven	bottle	
27	Bupivacaine 0.5 % (plain)	amp	
28	Bupivacaine Heavy Spinal Inj 5mg/ml, 4ml Amp	amp	
29	Calcium gluconate 1g/10ml Injection	amp	
30	Caffeine citrate 20mg/ml	vial	
31	Carbetocin 100mcg	Vial	
32	Ceftriaxone 250mg Injection	vial	
33	Ceftriaxone 1gm Injection	vial	
34	Ceftazidime 1gm inj	vial	
35	Cefazolin 1gm inj	vial	
36	Ciprofloxacin Solution For Iv Infusion 2Mg/MI (As Lactate)	Vial	
37	Chloramphenicol 1gm Injection	vial	
38	Chlorpheniramine 10mg/ml Injection	amp	
39	Chlorpromazine Injection 50mg/ml, 2ml Amp	amp	
40	Clarithromycin 250mg injection	Vial	
41	Clarithromycin 500mg injection	Vial	
42	Clindamycin Phosphate Injection 300Mg/2MI	amp	
43	Darrows 1½" Strength IV Infusion 500ml	bottle	

44	Dental Cartridges Lignocaine 2% + Adrenaline	amp	
45	Dexamethasone Injection 4mg/ml	amp	
46	Dextran 70/Glucose 6%/5% Infusion 500ml	bottle	
47	Dexketoprofen trometamol Inj 50mg/2ml	Amp	
48	Dexmedetomidine 100mcg/ml	Amp	
49	Diazepam Injection 5mg/ml, 2ml Amp	amp	
50	Diclofenac Injection 25mg/ml, 3ml Amp	amp	
51	Dopamine 200mg inj	amp	
52	Enoxaparin 40 mg injection	amp	
53	Enoxaparin 20mg injection	amp	
54	Ephedrine HCl injection 30mg/ml	amp	
55	Erythropoetin 2000 I.U Injection β	vial	
56	Erythropoetin 2000 I.U Injection α	vial	
57	Erythropoetin 4000 I.U Injection	Vial	
58	Esomeprazole 40mg Inj	vial	
59	Ethanol 10% I.V 100ml	bottle	
60	Fentanyl 100mcg inj	amp	
61	Flucloxacillin 500mg injection	vial	
62	Flucloxacillin 250mg injection	Vial	
63	Fluconazole 2mg/ml 100ml inj	bottle	
64	Flumazenil 100mcg/ml 5ml	Amp	
65	Flupenthixol 20mg inj/Fluanxol	amp	
66	Flupenthixol 40mg inj/Fluanxol	amp	
67	Fluphenazine Decanoate 25mg/1ml Injection	amp	
68	Furosemide 10mg/ml 2ml Injection	amp	
69	Gentamicin 20mg/ml Injection	amp	
70	Gentamicin 80mg/ml Injection	amp	
71	Glucose 50% 100ml	bottle	
72	Glucose Infusion 10% 500ml	bottle	
73	Glucose Infusion 5% 500ml	bottle	
74	Haloperidol Decanoate Depot 50mg/ml Injection	amp	
75	Heparin Injection 5000iu/ml 5ml vial	vial	
76	Hyaluronidase 1500IU inj	vial	
77	Hydralazine 20mg/2ml Injection	amp	
78	Hydrocortisone 100mg Injection	vial	
79	Hydroxocobalamine Injection 1mg/ml	Vial	
80	Hyoscine Butylbromide Inj 20mg/ml	amp	
81	Immunoglobulin G	Vial	
82	Insulin Biphasic 30/70 100iu/ml 5ml vial	vial	
83	Insulin Soluble Human 100iu/ml, 10ml Vial	vial	
84	Insulin Biphasic 30/70 100iu/ml 3ml Prefilled Pen	Prefilled Pen	
85	Insulin Syringes (100) 1ml with Needle G31 X 6mm	Syringe	
86	Insulin Pen Needles 30Gx8Mm	needle	
87	Iron Sucrose Injection	amp	

88	IV Infusion Giving Set With Air Inlet	piece	
89	Ketamine Injection 50mg/ml, 10ml Vial	vial	
90	Ketorolac Injection 30mg/ml	Amp	
91	Labetalol 100mg injection (5mg/ml) 20ml	vial	
92	Lidocaine Injection 2% 30ml Amp	amp	
93	Lidocaine Injection 1% 30ml Amp	amp	
94	Lidocaine 2% + Epinephrine (Adrenaline) 1:200000 in vial	amp	
95	Linezolid Inj 2mg/ml	vial	
96	Mannitol Infusion, 500ml	bottle	
97	Magnesium Sulphate Injection 50%, 10ml Amp	amp	
98	Magnesium Sulphate Injection 4%, 100ml	100ml bottle	
99	Meloxicam 15mg/1.5ml	Amp	
100	Meropenem 1g	Vial	
101	Methylprednisolone 500mg Inj	Vial	
102	Methylprednisolone 1gm injection	Vial	
103	Metoclopramide 5mg/ml Injection	amp	
104	Metronidazole Injection 5mg/ml, 100ml	bottle	
105	Midazolam 5mg/5ml inj	amp	
106	Midazolam 15mg/5ml inj	amp	
107	Morphine sulphate 10mg/ml injection	amp	
108	Naloxone injection 0.4mg/ml	amp	
109	Neostigmine Methylsulph. 2.5mg/ml, 1ml Amp	Amp	
110	Norepinephrine 1MG/ML	Vial	
111	Octreotide 30mg LAR	Vial	
112	Omeprazole 40mg Inj	vial	
113	Optilube lubricating	sachets	
114	Oxytocin Inj 10iu/ml, 1ml Amp	amp	
115	Oxytocin Inj 5iu/ml	amp	
116	Paracetamol solution for IV 10mg/ml	100ml bottle	
117	Paracetamol Injection 150mg/ml with lignocaine 2ml amp	amp	
118	Pancuronium Bromide Inj 2mg/ml, 2ml Amp	amp	
119	Pethidine Inj 100mg/ml, 2ml Amp	amp	
120	Pethidine Inj 50mg/ml, 1ml Amp	amp	
121	Phenobarbitone 200mg/ml injection	amp	
122	Phenobarbitone 60mg/ml injection	amp	
123	Phenobarbitone 30mg/ml injection	amp	
124	Phenytoin 250mg/5ml injection	VIAL	
125	Piperacillin/Tazobactam 4.5g	amp	
126	Potassium Chloride Inj 15%	amp	
127	Pralidoxime 1gm (as chloride or mesilate) vial	vial	
128	Propofol 10mg/ml IV	amp	
129	Protamine Injection 50Mg/5MI	Vial	
130	Quinine Dihydrochloride Inj 300mg/ml 2ml Amp	amp	
131	Ranitidine 25mg/ml Injection, 2ml Amp	vial	

132	Rocephine 1g Injection`	Vial	
133	Snake venom antiserum IV injection 10ml vial (inoserp)18 species	amp	
134	Sodium Bicarbonate Injection 8.4%, 10ml Amp	amp	
135	Sodium Chloride IV Infusion 0.9%	10ml amp	
136	Sodium chloride 3% (Hypertonic saline)	vial	
137	Sodium Chloride 0.9% + Glucose 5%	bottle	
138	Sodium Lactate IV Infusion (Hartmanns)	bottle	
139	Sodium Stibogluconate Injection 100mg/ml,100ml Amp	vial	
140	Suxamethonium Chloride Injection 50mg/ml, 2ml Amp	vial	
141	Thiopentone sodium Injection 500mg	amp	
142	Tramadol injection	amp	
143	Tranexamic 500mg inj	amp	
144	Tenecteplase injection 50mg	Prefilled syringe	
145	Tetanus immunoglobulin	amp	
146	Triamcinolone acetone 0.1%	vial	
147	Vancomycin Injection 500Mg Vial	amp	
148	Vitamins B & C High Potency Injection 6 Pairs-Pabrinex I & II	pair - 6s	
149	Vitamin B Complex+Vit C Inj	amp	
150	Vitamin K(phytomenadione) Inj 10mg/ml, 1ml Amp	amp	
151	Vitamin K(phytomenadione) Inj2mg/ml, 0.2ml Amp	amp	
152	Water For Inj 10ml Amp	Amp	
153	Zuclopenthixol decanoate injection 200mg/ml	Amp	
	Zuclopenthixol injection 50mg/ml depot	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	30ml bottle	
5	Ampicillin/Cloxacillin Oral Drops 90mg/0.6ml	bottle	
6	Antacid Syrup with simethicone	200ml bottle	
7	Azithromycin 200mg/ml syrup	100ml bottle	
8	Calcium supplement syrup	30ml bottle	
9	Carbamazepine Syrup 100mg/5ml	100ml bottle	
10	Carbocisteine Adult	150ml bottle	
11	Carbocisteine Paediatric	100ml bottle	
12	Cefuroxime 125mg/5ml syrup	100ml bottle	
13	Cefuroxime Powder for Suspension 125mg/5ml 70ml	70ml bottle with a dropper	
14	Cefuroxime Powder for Suspension 125mg/5ml	50ml bottle	
15	Cefixime Powder for Suspension 100mg/5ml	50ml bottle	
16	Cefadroxil 125Mg Suspension	100ml bottle	

17	Cefadroxil 250Mg Suspension	100ml bottle	
18	Cetirizine 5mg/5ml syrup	70ml bottle	
19	Chlorpheniramine 2mg/ml syrup	60ml bottle	
20	Chlorpheniramine 2mg/ml syrup	60ml bottle	
21	Clarithromycin oral susp 125mg/5ml	5L bottle	
22	Cotrimoxazole Susp 240mg/5ml	70ml bottle	
23	Cough Suppressant (Dextromethorphan/Menthol 15/1.1mg/5ml) 100 Ml	100ml bottle	
24	Cough Syrup (Ambroxol Hcl 15mg/5ml) 100ml	100ml bottle	
25	Cough syrup (Diphenhydramine/Promethazine/Ammonium Chloride/Sodium citrate/mentholated base?)	100ml bottle	
26	Digoxin Elixir 25mcg/ml	bottle	
27	Dihydroartemesinin/Piperaquin 5Mg+40Mg/5Ml (80/640Mg) Suspension 80Ml Bottle	80ml bottle	
28	Domperidone syrup 1mg/ml	60ml bottle	
29	Enemax solution	100ml bottle	
30	Erythromycin Oral Susp 125mg/5ml	100ml bottle	
31	Flucloxacillin 125mg/5ml syrup	100ml bottle	
32	Fluconazole suspension 50mg/5ml	35ml bottle	
33	Ibuprofen 100mg/5ml syrup	100ml bottle	
34	Iron+vit B12+Folic acid syrup	100ml bottle	
35	Lactulose Syrup	200ml bottle	
36	Metronidazole Oral Susp 200mg/5ml	100ml bottle	
37	Morphine Powder	100 grams	
38	Morphine oral solution 10mg/ml	100ml bottle	
39	Multivitamin Syrup	100ml bottle	
40	Multivitamin Syrup	5L	
41	Nystatin Oral Suspension 100,000iu/ml	30ml bottle	
42	ORS Sachets (Who citrate Formula For 500ml	sachets	
43	Paracetamol 120mg/5ml Suspension	5 litres	
44	Paracetamol 120mg/5ml suspension	100ml bottle	
45	Promethazine syrup 5mg/5ml	60ml bottle	
46	Vitamin D3, Calcium and other minerals Syrup	bottle	
47	Salbutamol Oral Solution 2mg/5ml	100ml bottle	
48	Salbutamol 2Mg,Bromohexine 4Mg,Guaifenesin 100Mg,Menthol Bp 1Mg, 100Ml	100ml bottle	
	EYE/EAR/NASAL PREPARATIONS		
1	Acyclovir 3% ophthalmic ointment	dropper	
2	Amethocaine eye drops 0.5%	dropper	
3	Atropine ophthalmic solution	dropper	
4	Azelastine eye drops 0.05%w/v	dropper	
5	Betamethasone + Neomycin eye/ear/nose	dropper	
6	Chloramphenicol eye/ear drops	dropper	
7	Ciprofloxacin eye/ear drops	dropper	

8	Ciprofloxacin eye ointment	tube	
9	Ciprofloxacin + Dexamethasone eye drops	dropper	
10	Cyclopentolate eye drops	dropper	
11	Cyclopentolate + phenylephrine	dropper	
12	Dexamethasone + Neomycin Eye Drops 0.1%	dropper	
13	Dexamethasone eye drops	dropper	
14	Dexamethasone+Neomycin+Polymixin B eye/ear drops	dropper	
15	Dexamethasone+Neomycin+Polymixin B eye/ear ointment	dropper	
16	Diclofenac eye drops	dropper	
17	Ephedrine nasal drops	bottle	
18	Fluorometholone eye drops 0.1%w/v	dropper	
19	Fluoresceine eye drops	dropper	
20	Fluoresceine strips	Piece	
21	Fluticasone furoate nasal spray	dropper	
22	Gentamicin 0.3%w/v Eye/Ear Drops	dropper	
23	Hydrocortisone Eye Drops 1%	dropper	
24	Normal saline nasal drops	dropper	
25	Ofloxacin eye drops	dropper	
26	Ofloxacin + Dexamethasone eye drops	dropper	
27	Methylcellulose eye drops	Dropper	
28	Miconazole 1% eye drop	Dropper	
29	Paradichlorobenzene2%W/V + Benzocaine Bp 2.7%W/V +Chlorobutanol Bp 5%W/V + Turpentine Oil 15.0%W/V Ear Drops	dropper	
30	Pilocarpine Hcl 2% Eye Drops	dropper	
31	Pilocarpine Hcl 4% Eye Drops	dropper	
32	Sodium chromoglycate	Dropper	
33	Tears Naturale	dropper	
34	Tetracycline Eye Oint 1% 5G Tube	tube	
35	Tobramycin+Dexamethasone eye drops	dropper	
36	Timolol Eye Oint Drops 0.25%	dropper	
37	Tropicamide 1% eye drops	dropper	
38	Tropicamide 0.8% + Phenylephrine 5% w/v	dropper	
39	Dexamethasone +Gentamicin eye drops		
	EXTERNAL PREPARATIONS		
1	Acetic Acid (Table Vinegar)	700ml bottle	
2	Alcohol Swabs	100's	
3	Aqueous Cream	tube	
4	Anti haemorrhoidal Ointment- Contains Hydrocortisone, Esculin, Neomycin and Cinchocaine	tube	
5	Antihemorrhoidal cream	tube	
6	Antihemorrhoidal suppositories	10's	
7	Beclomethasone inhaler	Can	

8	Benzylbenzoate 25% Application	bottle	
9	Betamethasone cream	tube	
10	Betamethasone ointment	tube	
11	Betamethasone + Clotrimazole cream	tube	
12	Betamethasone + Gentamycin cream	tube	
13	Betamethasone + neomycin cream	tube	
14	Betamethasone + salicyclic acid cream	tube	
15	Budesonide 200 doses inhaler	Can	
16	Calamine Lotion	100ml bottle	
17	Castor oil	50 ml bottle	
18	Cetrimide/Chlorhexidine Solution	5 litres	
19	Cidezyme enzymatic detergent	5 litres	
20	Cidex (orthophtaldehyde 0.55% solution	5 litres	
21	Chlorhexidine Gluconate 5% Soln	5 litres	
22	Chlorhexidine Gluconate 1% Soln	5 litres	
23	Chlorhexidine 4% (as digluconate 7.1%) gel	10gtubes	
24	Chlorhexidine 4% (as digluconate 7.1%) gel	20g tube	
25	Chlorhexidine gluconate 0.2% mouthwash	bottle	
26	Clotrimazole Cream 1%	tube	
27	Clotrimazole Pessaries 200mg (+Applicator)	Pack	
28	Clotrimazole Pessaries 500mg (+ Applicator)	Pack	
29	Cold cream	tube	
30	Diclofenac gel	tubes	
31	Dispensing envelopes 'plastic reseable' 110mm*70mm '	100s	
32	Dispensing Label Self-Adhesive x 200Pc	roll	
33	Emulsifying Ointment	500gm	
34	Emulsifying wax	500gm	
35	Endozyme enzymatic detergent	4 Litres	
36	Exevate MF	Tube	
37	Formalin 36% solution	5Litres	
38	Formoterol & Budesonide 200 Inhaler	Can	
39	Gentian violet powder	25g	
40	Gentian violet solution	Bottle	
41	Glutaraldehyde soln with activator	5 litres	
42	Halothane Inhalation	Bottle	
43	Hydrocortisone cream	tube	
44	Hydrocortisone ointment 1 %	tube	
45	Hydrogen Peroxide Soln 6%	5Litres	
46	Isoflurane liquid for Inhalation	Bottle	
47	KY lubricating jelly	tube	
48	Lignocaine 10% spray	bottle	
49	Liquid Paraffin	5 litres	
50	Lugol Solution	1 litres	
51	Lysol	5 litres	

52	Methylated Spirit 70%	5 litres	
53	Methylated Spirit 96%	5 litres	
54	Metronidazole gel	tube	
55	Miconazole cream	tube	
56	Miconazole oral gel	tube	
57	Mometasone 0.1% ointment	tube	
58	Mometasone 0.1% cream	tube	
59	Paracetamol 125mg Suppository	10s	
60	Petroleum jelly	15kg	
61	Plastic dispensing bottles, 100ml	Piece	
62	Plastic dispensing bottles, 60ml	Piece	
63	Povidone Iodine 1% mouthwash Gargle	Bottle	
64	Povidone Iodine Soln 10%	1litre	
66	Povidone Iodine Soln 10%	500ml bottle	
67	Povidone iodine soln 7.5%(surg swab)	500ml bottle	
68	Presept tabs	100s	
69	Salbutamol+Beclomethasone 200 doses	Can	
70	Salbutamol/Ipratropium 0.5/3.01 Mg In 2.5ML Nebulising Sol (Combivent)	vial	
71	Salbutamol Inhaler. 100mcg/Dose (200 Doses)	Can	
72	Salbutamol Nebuliser Soln 5mg/ml, 10ml Vial	10ml vial	
73	Salicyclic acid powder	250gm jar	
74	Silver Sulphadiazine 1% Cream	100g jar	
75	Silver Sulphadiazine 1% Cream	250gm jar	
76	Silver Sulphadiazine 1% Cream	tube	
77	Silver nitrate 0.01% w/v	100ml bottle	
78	Silver nitrate 0.01% w/v	250ml bottle	
79	Silver Ions	300ml bottle	
80	Sodium Hypochlorite Soln 4-6%	5 litres	
81	Surgical Spirit	5 litres	
82	Tacrolimus 0.1%	tube	
83	Tacrolimus 0.03%	tube	
84	Tretinoin 0.05% cream	tube	
85	Triamcinolone Cream	tube	
86	Tretinoin +Hydroquininone+mometasone cream	tube	
87	Urea powder	500gm	
88	Zinc Oxide Paste	50ml bottle	
89	Liquid Paraffin	500gm	
90	Glycerine	5 litres	
91	Glycerin suppositories Pediatric	10s	
92	Isopropyl alcohol 70%	5Litre	

a) ONCOLOGY DRUGS

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
1	5 Fluorouracil 500mg	Vial	
2	5Fluorouracil 250mg	Vial	
3	Abiraterone 250mg PACK OF 120S	Tablet	
4	Alendronate 70mg PACK OF 4S	Tablets	
5	Anastrozole 1mg PACK OF 28S	Tablets	
6	Bicalutamide 50mg tabs 10s	Tabs	
7	Bleomycin 15mg	Vial	
8	Bortezomib 2mg	Vial	
9	Bortezomib 3.5mg	Vial	
10	Capecitabine 500mg PACK OF 10S	Tablets	
11	Carboplatin 150 mg vial	Vial	
12	Carboplatin 450 mg vial	Vial	
13	Chlorambucil 2mg PACK OF 30S	Tablets	
14	Cisplatin 50mg	Vial	
15	Cisplatin 10mg	Vial	
16	Cyclophosphamide 1g	Vial	
17	Cyclophosphamide 500mg	Vial	
18	Cytarabine 100mg	Vial	
19	Dacarbazine 200mg	Vial	
20	Dacarbazine 500mg	Vial	
21	Dactinomycin (Actinomycin D) 0.5mg(500mcg)	Vial	
22	Diethylstilbestrol 5mg PACK OF 30S	Tablets	
23	Docetaxel 120mg	Vial	
24	Docetaxel 20mg	Vial	
25	Docetaxel 80mg	Vial	
26	Doxorubicin/Adriamycin 50 mg vials 100	Vial	
27	Epirubicin 50 mg	Vial	
28	Erlotinib 100mg PACK OF 30S	Tablets	
29	Erlotinib 150mg PACK OF 30S	Tablets	
30	Etoposide 100mg	Vial	
31	Etoposide 200mg	Vial	
32	Fentanyl patch 50mcg	Patch	
33	Filgrastim 300mcg	Vial	
34	Finasteride 5mg PACK OF 30S	Tablets	
35	Folinic Acid (Leucovorin)15mg tablets	100s	
36	Gemcitabine 1g	Vial	
37	Gemcitabine 200mg	Vial	
38	Goserelin 10.8mg	Vial	
39	Granisetron HCL Inj 1mg/ml	Amp	
40	Hydroxyurea 250mg PACK OF 100S	Capsules	
41	Hydroxyurea 500mg PACK OF 30S	Capsules	

42	Ifosfamide with mesna 1g	Vial	
43	Ifosfamide with mesna 2g	Vial	
44	Irinotecan 100mg	Vial	
45	Irinotecan 40mg	Vial	
46	Lenalinomide 10mg PACK OF 30S	Capsules	
47	Lenalinomide 25mg PACK OF 30S	Tablets	
48	Letrozole 2.5mg	Tablets	
49	Leucovorin (folinic acid) 200mg	Vial	
50	leucovorin (folinic acid) 400mg	Vial	
51	Leucovorin (folinic acid) 50mg	Vial	
52	Leuprolide 11.25mg	Vial	
53	Leuprolide 3.75mg	Vial	
54	Melphalan 2mg PACK OF 25S	Tablets	
55	Melphalan 2mg	Vial	
56	Mesna 200mg	Vial	
57	Mesna 400mg	Vial	
58	Methotrexate 1000mg/10ml vials	Vial	
59	Methotrexate 2.5mg PACK OF 100S	Tablet	
60	Methotrexate 50mg	Vial	
61	Mitomycin 10mg inj vial 100	Vial	
62	Morphine powder 100mg	Tin	
63	Ondansetron 4mgPACK OF 10S	Tablets	
64	Ondansetron 8mg PACK OF 10S	Tablets	
65	Ondansetron 4mg Inj	Amp	
66	Ondansetron 8mg Inj	Amp	
67	Oxaliplatin 100mg	Vial	
68	Oxaliplatin 50mg	Vial	
69	paclitaxel 100mg	Vial	
70	Paclitaxel 30mg	Vial	
71	paclitaxel 300mg	Vial	
72	Palonosetron Inj 75mcg/1.5ml	Vial	
73	Pazopanib 400mg	Tablets	
74	Pomalidomine 4mg tabs	21s	
75	Pomalidomide 4mg inj	Amp	
76	Rituximab 100mg	Vial	
77	Rituximab 500mg	vial	
78	Sorafenib 200mg PACK OF 30S	Tablets	
79	Tamoxifen 20mg PACK OF 30S	Tablets	
80	Temozolamide 100mgPACK OF 5S	Tablets	
81	Temozolamide 10mg	Vial	
82	Thalidomide 100mg PACK OF 30S	Tablets	
83	Trastuzumab 440mg	Vial	
84	Vinblastine 10mg	Vial	

85	Vinblastine 1mg	Vial	
86	Vincristine 1mg inj vial 100	Vial	
87	Bendamustine 100mg	Vial	
88	Vinorelbine 10mg	Vial	
89	Zoledronic 4mg vials	Vial	

NOTE:

The unit price should be inclusive of delivery to the Nakuru Level 5 Hospital and the following sub-county hospitals:

- i. Naivasha Sub-county Hospital**
- ii. Molo Sub-county Hospital**
- iii. Olenguruone Sub-county Hospital**
- iv. Bahati Sub-county Hospital**
- v. Elburgon Sub-county Hospital**
- vi. Subukia Sub-county Hospital**

Please attach separate appendix for each sub-county hospital if there is a difference in the unit prices.

SECTION V: 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 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.

5.1 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

5.2 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.

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.....	
Plot No.....	Street/Road.....
Postal Address	Tel No. Fax E mail
Nature of Business	
Registration Certificate No.	
Maximum value of business which you can handle at any one time: Kshs.....	
Name of your bankers	Branch

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

5.3 TENDER SECURING FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply of [name and/or description of the equipment] (hereinafter called “the tenderer”) KNOW ALL PEOPLE by these presents that WEof 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 tendervalidityspecified 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)

5.4 CONTRACT FORM (for information only)

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 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.
 1. the Tender Form and the Price Schedule submitted by the tenderer
 2. the Schedule of Requirements
 3. the Technical Requirements
 4. the General Conditions of Contract
 5. the Special Conditions of Contract; and
 6. the Procurement entity’s Notification of Award
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____ the_____ (for the Procuring entity

Signed, sealed, delivered by_____ the_____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

5.5 PERFORMANCE SECURITY FORM (for information only)

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated 20..... to supply [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

.....

(name of the financial institution)

.....

(address)

.....

(date)

5.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM (for information only)

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

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

..... [*amount of guarantee in figures and words*].

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

..... [*amount of guarantee in figures and words*]

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

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

Yours truly,

Signature and seal of the Guarantors

.....
(name of the bank or financial institution)

.....
(address)

.....
(date)

5.7 MANUFACTURERS’ AUTHORIZATION

To [name of the Procuring entity]

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

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

.....

(signature for and behalf of manufacturer)

Note:

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

5.8 BIDDER’S DECLARATION AND INTEGRITY PACT

We/I the undersigned In the capacity of for[name of the company/firm/individual] certify that the bidder is not in any of the following situations:

1. Bankruptcy: are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
2. Payments to us have been suspended in accordance with the judgement of a court other than a judgement declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
3. Legal proceedings have been instituted against us involving an an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
7. Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
8. Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
9. Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situation, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):
[.....]

Place and date: [.....]

Stamp of the firm/company: