



MERU UNIVERSITY OF SCIENCE & TECHNOLOGY

TENDER NO: MUST/013/2018-2019 FOR SUPPLY & DELIVERY MEDICAL DRUGS  
AND NON-PHARMACEUTICALS

JUNE 2019

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## 1.0 INVITATION TO TENDER

TENDER REF No: **MUST/013/2018-2019**

TENDER NAME: FOR SUPPLY & DELIVERY MEDICAL DRUGS AND NON-PHARMACEUTICALS

Meru University of Science and Technology invites sealed bids from eligible bidders for supply and delivery of medical drugs and non-pharmaceuticals.

Interested eligible bidders may obtain further information and inspect the tender documents from the Procurement Office, Meru University of Science and Technology main campus – along Meru - Maua Rd, during the office working hours; Monday through Friday, upon payment of a non-refundable fee of Kshs. 1,000 per set of document in cash or in banker's cheque payable to Meru University of Science and Technology. The bid document may also be downloaded from the university website ([www.must.ac.ke](http://www.must.ac.ke)) free of charge or Kenya Government tenders portal: <https://www.tenders.go.ke/>

Qualifications requirements include: Experience and technical capacity – evidence of minimum three successfully completed contracts of similar nature within the last three (3) years. Provide audited accounts for the last three years. Provide copies of a valid Tax compliance certificate and Certificate of Reg. /Incorporation. Additional details are provided in the Bidding Documents. The bid security must be 2% of the tender sum in the form of a Bank Guarantee from a reputable bank or in banker's cheque. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Completed bid documents must be received by MUST at the address below not later than **Wednesday 10<sup>th</sup> July 2019 at 10.30** am in plain sealed envelopes clearly marked as follows:

**“Tender No. MUST/013/2018-2019– FOR SUPPLY and DELIVERY OF MEDICAL DRUGS AND NON-PHARMACEUTICALS”**. Do not open before **Wednesday 10<sup>th</sup> July 2019 at 10.30** should be addressed to:

Vice Chancellor,

Meru University of Science and Technology

P.O. BOX 972 – 60200 Meru- Kenya

Tel: +254 712 524293

[www.must.ac.ke](http://www.must.ac.ke)

The tender documents should be placed in the tender box situated in the administration block 2 at reception area of MUST main campus at Nchiru along Meru – Maua Rd so as to be received on or before **Wednesday 10<sup>th</sup> July 2019 at 10.30 local time.** Tenders submitted later than the indicated closing date and time shall automatically be disqualified.

Tender opening will take place immediately on the same date in the Academic Boardroom. Tenderers or their representatives who wish to attend are invited to witness the opening.

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of and delivery of medical drugs and non-pharmaceuticals by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible materials, goods and parts

2.2.1 All goods, materials and parts 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 products were produced. Products 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.

## 2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall be Kshs.1,000.00 in cash (freely convertible currency) or in bankers cheque – Meru University of Science and Technology.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be evaluated and offered the award if they are successful.

## 2.4. The Tender Document

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

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

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the

tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify MUST in writing or by post at the address indicated in the Invitation to Tender. MUST 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. Written copies of MUST 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 MUST shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.6 Amendment of Documents

At any time prior to the deadline for submission of tenders, MUST, 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.

2.6.1 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.

2.6.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, MUST, 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 MUST, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.8 Documents Comprising of Tender

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



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

## 2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the items 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 MUST.

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

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

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the MUST'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 MUST satisfaction;

- (a) that, in the case of a tenderer offering to supply the products under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the products' 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.

## 2.12 Goods materials and parts 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 goods, materials and parts which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods, materials and parts 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, materials and parts 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, materials and parts;
- (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, materials and parts for a period of five (5) years, following commencement of the use of the goods, materials and parts MUST; and
- (c) a clause-by-clause commentary on the MUST's Technical Specifications demonstrating substantial responsiveness of the goods, materials and parts proposed for supply to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

## 2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the MUST 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 as 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 MUST on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
- (c) (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 MUST, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the MUST as non-responsive.

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

2.16 Format and Signing of Tender

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink, paginated 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 overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the MUST 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,” .....

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

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

## 2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Wednesday 10<sup>th</sup> July 2019 at 10.30 a.m.**

2.18.2 The MUST 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 **MUST** prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

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

## 2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 10<sup>th</sup> July 2019 at 10.30 a.m** in the location specified in the Invitation to Tender.

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

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

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

## 2.21 Clarification of Tenders

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

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

## 2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 not be corrected.

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

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

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

## 2.23 Conversion to Single Currency

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

## 2.24 Evaluation and Comparison of Tenders

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

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

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

## 2.25 Preference

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

## 2.26 Contacting the Procuring entity

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

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

## 2.27 Award of Contract

### (a) Post-qualification

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



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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

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

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

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

## 2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## 2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## 2.31 Corrupt or Fraudulent Practices

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

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

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

### 3.2 Application

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

### 3.3 Country of Origin

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

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

### 3.4 Standards

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

### 3.5 Use of Contract Documents and Information

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

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

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

### 3.6 Patent Rights

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

### 3.7 Performance Security

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

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

### 3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.10 Delivery and Documents

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

### 3.11 Insurance

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

### 3.12 Payment

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

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

### 3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.



3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### 3.14. Assignment

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

### 3.15 Subcontracts

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

### 3.16 Termination for default

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

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

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

### 3.17 Liquidated Damages

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

### 3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in Kenya Judicial System and before such adjudication there should be evidence of negotiation between the parties to settle the disputes.

### 3.19 Language and Law

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

### 3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

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

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves

the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## 5.2 TECHNICAL SPECIFICATIONS AND PRICE SHLEDULE

	ITEM DESCRIPTION	PREFERRED BRAND NAME	PACKAGING	UNIT OF MEASURE	UNITS REQUIRED	UNIT PRICE	AMOUNT	REMARKS
1.	AMOXICILLIN-CLAVULINIC ACID 228 MG/5ML DRY SYRUP 100ML	CLAVULIN, FLEMING AUGMENTIN	C/PACK	BOTTLE	50			
2.	AMOXICILLIN/CLAVULANIC ACID 1GM	AUGUMENTIN CORCLAV	B/PACK	X14	300			
3.	AMOXICILLIN/CLAVULANIC ACID 625MG	CORCLAV AUGUMENTIN BACTOCLAV	B/PACK	X 10	200			
4.	AMOXICILLIN 500MG CAPSULE	ANY LEGALIZED BRAND	TIN	X 1	20			
5.	AMPICILLIN/CLOXACILLIN 500MG CAPSULES	ANY LEGALIZED BRAND	B/PACK	X 100	100			
6.	CEFADROXIL 500 MG CAPSULES	VEDROX CEFAMED DURACEF	B/PACK	X10	100			
7.	CEFUROXIME AXETIL 125MG/5MLS SYP 100MLS	ZINNAT	C/PACK	BOTTLE	20			
8.	CEFUROXIME AXETIL 250mg/5ml DRY SYP 100MLS	ZINNAT CEFOXIM	C/PACK	BOTTLE	30			
9.	CEFUROXIME AXETIL 500MG TABLET	XIMECOR ZINNAT	B/PACK	X10	400			
10.	CEFUROXIME 250MG TABLET	ZINNAT	B/PACK	X10	50			
11.	CEFTRIAXONE INJECTION 1GM	ANY LEGALIZED BRAND	C/PACK	X1	200			
12.	CEFIXIME 200 MG TABLET	XIME XIMECOR	B/PACK	X10	200			

13.	AZITHROMICIN 200MG/5ML SYRUP	ATM AZIMAX ZITHROMAX	C/PACK	BOTTLE	50			
14.	AZITHROMYCIN 500MG TABLET	AZIMAX      AZITCOR ZITHROX      ATM	B/PACK	X3	200			
15.	CO-TRIMOXAZOLE SYRUP 240MG/5ML	ANY LEGALIZED BRAND	BOTTLE	X1	20			
16.	ORNIDAZOLE 500MG/OFLOXACIN 200MG TABLET	ZOFLOX LOOBID	B/PACK	X10	200			
17.	CIPROFLOXACIN 500MG TABLET	CIPROCOR CIPEX	B/PACK	X10	100			
18.	AMINOSIDINE 250MG TABLET	DABORAL UNIBRAL	B/PACK	X20	200			
19.	AMINOSIDINE 125MG/5ML	GABBRORAL UNIBRAL	C/PACK	X 1	25			
20.	ALBENDAZOLE 400MG TABLET	ABZ              ALBEN	B/PACK	X1	1500			
21.	ALBENDAZOLE 400MG/10ML SYRUP	ABZ              ALBEN	C/PACK	X1	50			
22.	METRONIDAZOLE 0.5%W/V 100ML INF	ANY LEGALIZED BRAND	VIAL	X1	5			
23.	TININDAZOLE 500MG TABLETS	ANY LEGALIZED BRAND	B/PACK	X4	300			
24.	SECNIDAZOLE 2GMS	ANY LEGALIZED BRAND	B/PACK	X 1	300			
25.	CLOTRIMAZOLE CREAM	ANY LEGALIZED BRAND	C/PACK	X 1	300			
26.	CLOTRIMAZOLE 200MG PESSARIES	ANY LEGALIZED BRAND	B/PACK	X3	100			
27.	SALICYLIC ACID/BENZOIC ACID 3%/6% OINT	WHITFIELD MYCODERM	C/PACK	X1	50			

28.	CLINDAMYCIN /CLOTRIMAZOLE PESSARIES	CANDIDUO VAGICLIN	CAPSULES	X7	100			
29.	FLUCONAZOLE 150MG CAPSULES	FUNGISTOP CYTCAN	B/PACK	X1	500			
30.	GRISEOFULVIN 500MG TABLETS	GRISO GRISEOFULVIN	B/PACK	X100	20			
31.	TERBINAFINE 250MG TABLET	LAMISIL ONCOSIL	B/PACK	X 30	200			
32.	TERBINAFINE CREAM	LAMISIL ONCOSIL	TUBES	X1	300			
33.	NEOMICIN /BETAMETHASONE EYE DROPS 5-7.5ML	PROBETA-N	C/PACK	VIAL	200			
34.	CIPROFLOXACIN EYE DROPS 0.3% 5ML	CIPROKEN CEPROLEN CILOXAN	C/PACK	VIAL	20			
35.	CERUMINOLYTIC E/DROP 10ml	OTOREX	C/PACK	VIAL	40			
36.	HYDROCORTISONE 1% EYE/DROPS 5ML	ANY LEGALIZED BRAND	C/PACK	VIAL	30			
37.	OLOPATADINE HCL 0.1%	ALERCHEK	C/PACK	VIAL	20			
38.	VITAMIN B COMPLEX TABLET [CAPSULES]	NEUROBIONE NEUROFORTE GLUTAMINE BG	B/PACK	X 10	100			
39.	PARACETAMOL 120MG/5ML	ANY LEGALIZED BRAND	BOTTLE	X1	50			
40.	PARACETAMOL 2ML INJECTION	ANY LEGALIZED BRAND	AMPS	X10	2			
41.	TRAMADOL 100MG INJECTION	ANY LEGALIZED BRAND	AMPS	X5	4			
42.	PARACETAMOL/IBRUFEN SYRUP	ANY LEGALIZED BRAND	BOTTLE	X1	50			

43.	PARACETAMOL 500MG TABLET	ANY LEGALIZED BRAND	TIN	X1000	20			
44.	ACECLOFENAC 100 MG / PARACETAMOL 500MG TABLET	ZULU ACECOR P	B/PACK	X10	200			
45.	MELOXICAM 7.5 MG TABLET	MELCAM MOBIC MUVERA	B/PACK	X10	100			
46.	DICLOFENACPOTASSIUM/ PARACETAMOL/ CHLORZOAZOLE TABLET	DOLOACT-MR FRAMACOR	B/PACK	X10	500			
47.	ACECLOFENAC /PARACETAMOL/ CHLORZOAZOLE (100MG/325MG/250MG) TABLET	RILIF MR ZYRTAL MR	PACK	X30's	100			
48.	PARACETAMOL/CHLORZO XAZONE TABLET	MYOLGIN MYOCOR	B/PACK	10's	100			
49.	IBRUFEN 200MG TABLET FILM COATED	ANY LEGALIZED BRAND	TIN	X1000	15			
50.	LATEX GLOVE LARGE	ANY LEGALIZED BRAND	PKT	X100	50			
51.	CETIRIZINE SYRUP 5MG/5ML	ANY LEGALIZED BRAND	BOTTLE	X1	100			
52.	EBASTINE 30MLSYRUP	EROSTIN EBAST	BOTTLE	X1	30			
53.	BETAMETHASONE/DEXCH LORPHENIRAMINE	ALERSET CELESTAMINE	B/PACK	X 30	100			
54.	MONTELUKAST/LEVOCET RIZINE HYDROCHLORIDE	MONTECOR PLUS L MONTUS	B/PACK	X10	200			
55.	CHLOPHERAMINE INJECTION	ANY LEGALIZED BRAND	AMPUL ES	X1	10			
56.	NASAL SALINE DROPS 10ML	ANY LEGALIZED BRAND	C/PACK	X1	5			



57.	FLUTICASONE FUROATE NASAL SPRAY	AVAMYS	C/PACK	X1	30			
58.	PARACET500MG/PHENYLE PHRINE10MG/CHLOPHENI RAMINE MALEATE 2MG TABLET	FEBREX PLUS	B/PACK	X20	100			
59.	PARACET/CAFFEINE/DOXY LAMINE/CODEINE	FOPYN SYNDOL	B/PACK	X1	500			
60.	BUDESONIDE/FORMOTER OL 400mcg	FORACORT FORALEN	C/PACK	X1	50			
61.	SALBUTAMOL /IPRATROPIUM RESPULES	DUOLIN COMBIVENT	AMPS	X20	1			
62.	DOMPERIDONE 10MG TABLET	ANY LEGALIZED BRAND	B/PACK	X100	5			
63.	PHENOBARBITAL INJECTION	ANY LEGALIZED BRAND	AMPUL ES	X1	10			
64.	CHLORHEXIDINE GLUCONATE MOUTH WASH	REMIDIN	BOTTLE S	X1	200			
65.	BETADINE MOUTH WASH 100ML	BETADINE PEARDINE	BOTTLE S	X1	200			
66.	MEFENAMIC ACID 250MG CAPSULE	ANY LEGALIZED BRAND	B/PACK	X100	10			
67.	BENZYL BENZOATE EMULSION	ANY LEGALIZED BRAND	BOTTLE S	X1	20			
68.	MICONAZOLE ORAL GEL	ANY LEGALIZED BRAND	TUBE	X1	5			
69.	AMITRIPTYLINE 25 MG TABLET	ANY LEGALIZED BRAND	PKT	X100	5			
70.	RANITIDINE 50MG INJECTION	ANY LEGALIZED BRAND	AMPUL ES	X1	25			
71.	HYDROCORTISONE INJECTION	ANY LEGALIZED BRAND	AMPS	X1	100			

72.	PREDINISOLONE 5 MG TABLETS	ANY LEGALISED BRAND	TIN	1000	5			
73.	RABEPRAZOLE 20MG CAPSULES	RABELOC RABEMAC	B/PACK	X10	50			
74.	LANSOPRAZOLE 30MG TABLET/CAPSULES	LANZOPE LANCID	C/PACK	X10	200			
75.	ESOMEPRAZOLE 20 MG CAPSULE [TABLET]	ESOXIUM ESOCIP	B/PACK	X30	500			
76.	SODIUM BICARBONATE/SODIUM ALGINATE/CALCIUM CARBONATE	GAVISCON DOUBLE ACTION	BOTTLE	X1	100			
77.	ANTACID GEL WITH SIMETHICONE [180ML-200ML]	PEPGEL VISCID UGEL	PCS	X1	300			
78.	CLOTRIMAZOLE/BETCLO METHASONE DIPROPIONATE 15GM CREAM	ANY LEGALIZED BRAND	C/PACK	X1	200			
79.	CLOTRIMAZOLE/GENTAMYCIN/BETAMETHASONE VALERATE 1%,0.1%/0.1% CREAM	XTRADERM NILBAT	C/PACK	X1	200			
80.	IV GIVING SET	ANY LEGALIZED BRAND	PCS	X25	1			
81.	SYRINGES 5ML	ANY LEGALIZED BRAND	PKT	X100	10			
82.	DROTAVERINE 40MG TABLETS	NOSPA DOVERIN	B/PACK	X10	100			
83.	SYRINGES 2ML	ANY LEGALIZED BRAND	PKT	X100	5			
84.	HYOSCINE-N-BUTYLBROMIDE 10MG/ML INJECTION	ANY LEGALIZED BRAND	AMPUL ES	X1	10			
85.	SALBUTAMOL INHALER 200MCG	VENTOLIN EVOHALER	CAN	X1	50			

86.	FORMOTEROL FUMARATE DIHYDRATE AND BUDESONIDE INHALER 200MCG	FORALIN FORACORT	CANS	X1	50			
87.	DICYCLOMINE/PARACETA MOL SIMETHICONE 10ML/40MG SYRUP	CYCLOPAM	BOTTLE S	X1	20			
88.	DICYCLOMINE/PARACETA MOL 20MG/500MG TABLET	CYCLOPAM P	B/PACK	X10	100			
89.	BROMOHEXINE[AMBROXI L]/SALBUTAMOL/GUANAP HENSIN MENTHOL SYRUP	ANY LEGALIZED BRAND	BOTTLE S	X1	300			
90.	DEXTROMETHORPHAN/P HENYPROPANOLAMINE/C HLORPHENIRAMINE MALEATE/MENTHOL SYRUP	ANY LEGALIZED BRAND	BOTTLE S	X1	300			
91.	SYRINGES 20ML	ANY LEGALIZED BRAND	PKT	X100	1			
92.	ESOMEPRAZOLE/CLARITH ROMYCIN/AMOXYCILLIN KIT	ESO-KIT SIGN KIT ESCLAM	B/PACK	X7 KITS	150			
93.	MULTIVITAMIN SYRUP	ANY LEGALIZED BRAND	BOTTLE S	X1	10			
94.	METRONIDAZOLE 200MG SUGAR COATED	ANY LEGALIZED BRAND	TIN	X1000	4			
95.	SALICYLIC ACID/BECLOMETHASONE DIPROPIONATE 15G CREAM	BETASON S ENTEZMA	TUBES	X1	20			
96.	BISACODYL 5MG	ANY LEGALIZED BRAND	B/PACK	X100	2			
97.	VASOCAPS	SINAREST	B/PACK	X120	50			

98.	ANUSOL OINTIMENT	ANY LEGALIZED BRAND	TUBE	X1	20			
99.	LIGNOCAINE 2% INJECTION	ANY LEGALISED BRAND	VIALS	X1	3			
100.	NYLON SUTURE 2.0[75CM]	ANY LEGALIZED BRAND	PKT	X12	3			
101.	VICRYL SUTURE 2.0 [75 CM]	ANY LEGALIZED BRAND	PKT	X12	3			
102.	ABSORBABLE CATGUT 2.0 [75CM]	ANY LEGALIZED BRAND	PKT	X12	2			
103.	LACTULOSE SYRUP	ANY LEGALIZED BRAND	BOTTLE	X1	30			
104.	BRANULA G20	ANY LEGALIZED BRAND	C/PACK	X100	3			
105.	GLUCOSAMINE SULPHATE/CHONDROITIN SULFATE SODIUM/METHYLSULFONYLMETHANE/MANGANESE SULPHATE	CORFLEX FORTE CARTIL FORTE	B/PACK	X30	50			
106.	MEPYRAMINE MALEATE 2% CREAM	MEPYRGAN HISTAGAN ANTIHISTAMINE	TUBE	X1	30			
107.	HYDROCORTISONE CREAM 1% 10G	ANY LEGALIZED BRAND	TUBE	X1	50			
108.	SILVER SULPHADIAZINE CHLORHEXINE GLUCONATE 25MG CRM	ANY LEGALIZED BRAND	TUBE	X1	30			
109.	CALAMINE LOTION	ANY LEGALIZED BRAND	BOTTLE S	X1	10			
110.	PHENOBARBITONE 30 MG TABLET	ANY LEGALIZED BRAND	B/PACK	X100	2			
111.	CHOLINE SALICYLATE/LIGNOCAINE HYDROCHLORIDE/BENZALKONIUM CHLORIDE 10G DENTAL GEL	DENTOGEL BONJELA , MEDIGEL	TUBE	X1	10			

112.	IRON SUPPLEMENTS WITH MINERALS CAPS	RANFERON ,REDIN PLUS, OROFER	B/PACK	X30	50			
113.	CLOTRIMAZOLE POWDER	CANDID ALBICAN	C/PACK	X1	20			
114.	DOXYCYLINE 100MG	ANY LEGALIZED BRAND	B/PACK	X100	10			
115.	MICROPORE TAPE 2"	ANY LEGALIZED BRAND	C/PACK	X12PCS	2			
116.	TRANSPORE TAPE 2"	ANY LEGALIZED BRAND	C/PACK	X12PCS	10			
117.	BETADINE CREAM	ANY LEGALIZED BRAND	C/PACK	TUBE	20			
118.	LINSEED OIL,DICLOFENAC DIETHYLAMINE,METHYL SALICYLATE,METHOL ]GEL	VOLINI NILHEAT OTHORGEL	TUBE	X1	500			
119.	LORNOXICAM/PARACETA MOL [4MG/500MG]	OXIFAST P	B/PACK	X10	50			
120.	LOPERAMIDE CAPSULE	ANY LEGALIZED BRAND	B/PACK	X6	30			
121.	BROMAZEPAM 1.5MG TABLET	CALMEPAM	B/PACK	X10	10			
122.	MIDAZOLAM 5MG/1ML	ANY LEGALIZED BRAND	VIAL	X1	5			
123.	CHLOHEXIDINE ACETATE GRAS DRESSING [ 10CMX10CM ]	ANY LEGALIZED BRAND	C/PACK	X10	10			
124.	THROAT LOZENGES	ANY LEGALIZED BRAND	TINS	X1000	2			
125.	DEXTROSE 5% SOLUTION 500ML	ANY LEGALIZED BRAND	C/PACK	X25	2			
126.	OPSITE GEL	ANY LEGALIZED BRAND	PCS	X1	5			
127.	ETHYL CHLORIDE SPRAY 100ML	ANY LEGALIZED BRAND	PCS	X1	3			
128.	HEPATITIS B VACCINE 1ML[ADULT DOSE]	ANY LEGALIZED BRAND[with immunization card]	C/PACK	X1	10			
129.	SODIUM HYPOCHLORATE 5LITRES	ANY LEGALIZED BRAND	CAN	X1	5			
130.	HYDROGEN PEROXIDE 100MLS	ANY LEGALIZED BRAND	CAN	X1	5			

131.	TETRACYCLINE E/OINTIMENT 30MG	ANY LEGALISED BRAND	PCS	X1	20			
132.	SURGICAL BLADE SIZE 22	ANY LEGALIZED BRAND	C/PACK	X100	5			
133.	SURGICAL BLADE SIZE 23	ANY LEGALIZED BRAND	C/PACK	X100	3			
134.	HAND SANITIZER 100ML	ANY LEGALIZED BRAND	PCS	X1	5			
135.	SURGICAL GLOVES 7.5	ANY LEGALIZED BRAND	PKT	X50	4			
136.	HYDROCHLORTHIAZIDE 50MG TABLET	ANY LEGALIZED BRAND	B/PACK	X10	5			
143.	GENTAMICIN/DEXAMETH AS ONE E/DROPS	DEXA-G IVYDEXGENT	VIAL	X1	20			
137.	SODIUM BICARBONATE INJ	ANY LEGALIZED BRAND	AMP	X1	3			
138.	BETADINE SOLUTION 1LTR	ANY LEGALIZED BRAND	BOTTLE	X1	10			
139.	LARYNGOSCOPE WITH BLADES	ANY LEGALIZED BRAND	PCS	X1	1			
140.	CREPE BANDAGE '6'	ANY LEGALIZED BRAND	PCS	X1	240			
141.	SURGICAL GLOVES 7.5	ANY LEGALIZED BRAND	C/PACK	X50	4			
142.	CREPE BANDAGE '4' INCH	ANY LEGALIZED BRAND	PCS	X1	240			
143.	DIGITAL BLOOD PRESSURE MACHINE	ANY LEGALIZED BRAND	PCS	X1	1			
144.	GLUCOMETER	ON CALL	PCS	X1	2			



## SECTION VI: MANADATORY REQUIREMENTS

### a. Preliminary Evaluation Stage -Mandatory

1. NB// Paginate all the pages in the Tender document- mandatory
2. Certificate of Incorporation/Registration issued by the Registrar of business names, Kenya
3. A valid Tax Compliance Certificate
4. I-tax pin registration certificate
5. A bid bond of 2% of the tender sum (must be valid for a minimum of 120 days from date of tender opening)
6. Duly filled form of tender
7. Attach a valid license from Pharmacy and Poisons Board of Kenya
8. Duly filled Business questionnaire

**NB//. Please note that any firm which does not have all mandatory requirements will not be evaluated any further.**



b.

Technical Evaluation Stage

NO	REQUIREMENT	MARKS
1	Supplier availability Name and physical address with contact person and telephone number	5
2	A duly countersigned letter by key management staff/ Director undertaking to perform the contract if awarded	10
3	Delivery period Within 4 wks – 15mks Within 6 wks – 10mks Over 8 wks – 5mks	15
4	Evidence of successfully completed contracts of similar nature within the last three (3) years (certificate of completion/ award letters/LPO/LSO) to be enclosed. Three similar contracts – 25mks Two similar contracts – 15mks One similar contracts – 10mks	25
5	Financial Stability Value of business the firm has handled at once (Attach evidence) Less than; ksh. 2,000,000.00 10 points Ksh. 2,000.00 -10,000,000.00 15 points Above 10 million 25 points	25
6	Audited accounts for the last 3 years for financial evaluation stage	20

NB//. The minimum score to proceed to the financial evaluation stage is 70 marks. The bidders will be ranked in terms of the technical score from the highest to the lowest.

**C. Financial Evaluation Stage**

The audited accounts for the latest 3 years will be evaluated. The following will be used to measure the financial strength;

1. Positive Working Capital
2. Net profit/loss
3. Firms Turnover

The firms will be ranked in terms of the working capital.

**d. Price Comparison Stage**

The prices offered by firms that will qualify to this stage will be considered and the lowest bidder will be recommended for award. In case two or more bidders offer the same price the highest ranked bidder on technical score will be awarded.

**SECTION VII - PRICE SCHEDULE FOR GOODS**

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

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

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

## SECTION VIII - STANDARD FORMS

### Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date \_\_\_\_\_

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

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

[Meru University of Science and Technology P.O BOX 972-60200-MERU]

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 ..... [ ] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

\_\_\_\_\_

[signature]

[in the capacity of]

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

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

### Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address ..... Tel No. .... Fax ..... E mail

.....

Nature of Business

.....

Registration Certificate No.

.....

Maximum value of business which you can handle at any one time – Kshs.

.....

Name of your bankers ..... Branch

.....

	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.

Kindly fill the table below with Company directors

s/no	Name	Gender	Age	Youth	Women	PWD

### 8.3 TENDER SECURITY FORM

Whereas ..... [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the supply, installation and commissioning of .....

[Name and/or description of the equipment] (Hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (Hereinafter called “the Bank”), are bound unto ..... [Meru

University of Science & Technology} (Hereinafter called “the Procuring entity”) in the sum of ..... For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the

Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are: -

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



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

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

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

#### 8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To .....

[Name of procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

\_\_\_\_\_

[Name of bank or financial institution]

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[Address]

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[Date]

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To Meru University of Science and Technology

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.

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[Signature for and on behalf of manufacturer]

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