KENYATTA NATIONAL HOSPITAL

ORIGINAL

NATIONAL OPEN TENDER

TENDER

DOCUMENT FOR

SUPPLY AND DELIVERY OF PHARMACETICALS

TENDER NO: KNH/T/57/2021-2022

THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202,
NAIROBI.

EXECUTIVE SUMMARY

TENDER REFERENCE NO.	KNH/T/57/2021-2022
TENDER TITLE	SUPPLY AND DELIVERY OF PHARMACETICALS
TENDER TYPE	OPEN TENDER
CLOSING DATE AND VENUE	14TH SEPTEMBER 2021, AT 10AM, SUPPLY CHAIN DEPARTMENT
TENDER COST	• The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Hospital, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. • The price to be charged for the tender document shall be Kshs.1,000/= • All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

TABLE OF CONTENTS

COPY

KENYATTA NATIONAL HOSPITAL

NATIONAL OPEN TENDER

TENDER

DOCUMENT FOR

SUPPLY AND DELIVERY OF PHARMACETICALS

TENDER NO: KNH/T/57/2021-2022

THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202,
NAIROBI.

TABLE OF CONTENTS

PAGE

KENYATTA NATIONAL HOSPITAL

OPEN NATIONAL TENDERS

Kenyatta National Hospital wishes to invite sealed tenders for the items listed below from eligible candidates

NO.	TENDER NO.	DESCRIPTION	CLOSING DATE
1	KNH/T/57/2020-2022	Supply and delivery of Pharmaceuticals	**14/09/2021**

Interested eligible candidates may obtain further information and inspect the Tender Documents at the Supply Chain Management Department Room No.6, Administration Block from Monday to Friday between 9:00am to 4:00pm. Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KNH Website (www.knh.or.ke) or https//supplier.treasury.go.ke, IFMIS Portal. hard copies can be obtained from the office of the Director, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs.1,000.00 per tender document via Mpesa **pay bill No.626088,** Account Number –Name of Supplier and obtain an official receipt from Cash Office (Administration Block) or bankers Cheque made payable to Kenyatta National Hospital.
Bidders who choose to download the tender documents from the website free of charge and immediately email their name and contact details (cell phone number, email, and company name) to: procurementknh@gmail.com / procurement@knh.or.ke for records and communication of any tender clarifications and addenda.

Completed tender documents must be returned as specified in the tender document and deposited in the Tender Box situated at the Kenyatta National Hospital Administration Block, ground floor entrance lobby before or at **10.00am** and be addressed to:

The Chief Executive Officer -KNH

FOR: CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

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 VIII.

2.1.2 The Kenyatta National Hospital entity's employees, board members and their relatives (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 Hospital to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

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

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Hospital, 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/=**

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

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) Manufacturer's Authorization Form (where applicable) (xii) 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 Hospital in writing or by post at the entity's address indicated in the Invitation to Tender. The Hospital 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 Hospital. Written copies of the Hospital 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 Hospital shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Hospital, 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 Hospital, 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 Hospital, 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..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..2.1 that the

goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, make/brand, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed for atleast 150 days during the tenderers performance of the contract and variations after the prescribed period may not vary by more than 10% of the originally quoted price.

2.10.4 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 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 Hospitals satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Hospitals 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;

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.12 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 product samples , 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 Hospital; and

(c) a clause-by-clause commentary on the Hospital Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Hospital 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 Hospital satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of **Kshs.150,000/=**.

2.14.3 The tender security is required to protect the Hospital against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8

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 insurance company as per list given by PPRA in the form provided in the tender documents or another form acceptable to the Hospital 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 Hospital 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 Hospital.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30

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 Hospital on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with paragraph 2.29 or

(ii) to furnish performance security in accordance with paragraph 2.30

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 Hospital, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Hospital as non responsive.

2.15.2 In exceptional circumstances, the Hospital 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 Hospital shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and as in the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

2.17.3 2.17.3

(a) Be addressed to the Hospital at the following address

The Chief Executive Officer
Kenyatta National Hospital P.o Box
20723 - 00202 Nairobi

- Bear tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **14/09/2021 at 10.00 a.m**

2.17.4 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".

2.17.5 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Hospital will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 no later than **14/09/2021 at 10.00 a.m.** The Hospital 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 Hospital 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 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 Hospital 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 Hospital 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 Hospital will open all tenders in the presence of tenderers' representatives who choose to attend on **14/9/2021 at 10.00 a.m** at administration block, Kenyatta National Hospital 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 Hospital, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Hospital 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 Hospital 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 Hospital in the Hospital'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 Hospital 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 No Arithmetical errors will be rectified.

2.22.3 The Hospital 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 2.24 the Hospital 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. The Hospital 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 Hospital 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 Hospital will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Hospital 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 be atleast 30%

2.26 Contacting the Hospital

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Hospital 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 Hospital 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 Hospital will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Hospital 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 Hospital 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 Hospital 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) **Hospital's Right to Vary quantities**

2.27.5 The Hospital 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

2.27.6 (d) The Hospital 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 Hospital action

Notification of Award

2.27.7 Prior to the expiration of the period of tender validity, the Hospital will notify both the successful and unsuccessful tenderer in writing that its tender has been accepted, or rejected. The reasons for rejection will also be given

2.27.8 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

2.27.9 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Hospital will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 Signing of Contract

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

2.28.2 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.

2.28.3 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Hospital.

2.29 Performance Security

2.29.1 After fourteen (14) days of the receipt of notification of award from the Hospital, 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 Hospital.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 The Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts In pursuance of this policy ,the Hospital defines, for the purpose of this provision following terms as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of an Hospital 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 Hospital, 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 Hospital of the benefits of free and open competition;

2.30.2 The Hospital 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.

2.30.3 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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
2.1.1	**Supply and Delivery of Pharmaceuticals**
2.1.4	Tenderer to provide a declaration on oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices. The Declaration must be signed by Commissioner of Oaths / Magistrate
2.3.2	A complete set of tender document can be obtained from the office of the **Director, Supply Chain Management** located at the Hospital's Main Administration **Block Room 6** from **Monday** to **Friday** between **9.00 a.m**. to **4.00 p.m**. upon payment of a non-refundable fee of **Kshs. 1,000.00** per document in the form of Bankers Cheque, Money order payable to Kenyatta National Hospital or **Mpesa paybill No.626088, Account Number –Name of Supplier** and obtain an official receipt from Cash Office. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or www.tenders.go.ke PPIP Portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name to procurement@knh.or.ke or procurementknh@gmail.com for records and communication of any tender clarifications and addenda.
2.5.1	Kenyatta National Hospital shall only send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents.
2.12	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; 1. Registered offices and evidence of business premises. 2. A valid Tax compliance certificate which will be verified by KRA TCC checker 3. Evidence that tenderer has the legal capacity to enter into a contract for the procurement; 4. Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; 5. The person is not debarred from participating in procurement t proceedings
2.13.3	Details required as per this clause shall form part of the technical mandatory evaluation criteria. Bidders must fully satisfy this clause

2.14.1	Tender Security shall be denominated in Kenya Shillings and Shall be in: a) A bank guarantee b) Such insurance guarantee approved by the Authority
2.14.2	The tender security to be provided will be Kenya Shillings one Hundred and Fifty Thousand (KES. 150,000) and shall be in forms prescribed in 2.14.1
2.15	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
2.18.1	The day, date and time of closing the tender will be **14/09/2021 at 10.00 a.m** East African Time
2.19.2	Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email
2.20.1	Tender will be opened on **14/09/2021 at 10.00 a.m** East African Time
2.21.1	The request for clarification and the response shall be in writing though the:- Chief Executive Officer Kenyatta National Hospital P. O Box 20723 – 00202 Nairobi
2.24.7	Preference is not applicable in this tender

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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 Kenyatta National Hospital 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 Pharmaceuticals, goods, machinery and any other materials which the tenderer are required to supply to the Kenyatta National Hospital under the Contract.

(d) "The Kenyatta National Hospital" 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 Hospital for the procurement of goods.

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 Hospital 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 Hospital 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 Hospital 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 Hospital and shall be returned (all copies) to the Hospital on completion of the Tenderer's performance under the Contract if so required by the Hospital.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital, in the form provided in the tender documents or a bankers cheque

3.7.4 The performance security will be discharged by the Hospital 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 Hospital or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Hospital 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 Hospital.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Hospital may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to the Hospital.

3.8.4 The Hospital 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 Hospital or its representative prior to 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 Hospital 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 Hospital 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) Where contract price variation is allowed, index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices).

3.13.3 Price variation request shall be processed by the Hospital 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 Hospital prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Hospital 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 Hospital 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 periods) specified in the Contract, or within any extension thereof granted by the Hospital

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

Language and Law

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

3.19 Force Majeure

3.19.1 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

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.

4.2 Performance Security:

After fourteen (14) days of the notification of contract award the successful tenderer shall furnish the Hospital with the Performance Bond

The amount of the performance security as a percentage of the Contract price shall be 5%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a bankers cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

4.3 Payment Terms

The method and conditions of payment to the tenderer under this contract shall be as follows:

(i) payment for the Goods shall be made in Kenya shillings
(ii) there shall be no advance payment under this contract
(iii) payments will be made by the Hospital, within ninety (90) days after submission of an invoice and a statement or claim by the tenderer

4.4 Prices

(a) Index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices).
Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.

(b) Incase of discrepancy between unit price and total price, the unit price shall prevail.

4.5 Delivery of Goods

(a) Delivery of the goods shall be made by the tenderer to the Hospital's store and in accordance with the time schedule prescribed by the Hospital in the Local Purchase Orders.

(c) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Hospital in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, the Hospital shall evaluate the situation and may at its discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by the Hospital by amendment of the Local Purchase Order. However, in the event that such delayance leads the Hospital to procure the same items from other sources the tenderer shall be liable to the Hospital for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.

(c) Except as provided under the General Conditions of contract paragraph 3.20, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.17 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.

(d) Upon delivery of the Goods, the tenderer shall notify the Hospital and forward the following documents to the Hospital:

(a) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Local Purchase Order number (LPO). (b) Delivery note giving details as (a) above. (c) Certificate of Origin. (where applicable)

The Hospital with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

4.6 Delivery Times:-

Deliveries shall not be made after 3.30 pm unless with special permission by the Chief Executive Officer, Senior Director (CS), Senior Director (Cos) and Director Supply Chain Management or any officer authorized person(s) by Deputy Director Supply & Chain Management

4.7 Availability of goods

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

4.8 Standards

(i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the Hospital's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Hospital.

(ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:

(a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or

(b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs

4.9 Ownership Transfer:-

Ownership of the goods is transferred to Kenyatta National Hospital after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible but not later than 7 days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.10 Breach of Previous Contract

Tenderers who defaulted on the previous year 2016 / 2018 Kenyatta National Hospital supplies contracts shall not be considered for the particular products/service they defaulted on and failed to deliver.

4.11 The Tenderers shall submit a statement confirming that they have not been debarred from supplying goods to other institutions.

4.12 Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

4.13 Execution of Bid Bond.

If the awarded bidder fails to deliver the goods within the prescribed timeline the performance bond will be executed. This will be the difference between total tender price and the total price hospital buys from next lowest.

4.14 Sample Submission

Sample submission form should be filled in duplicate, original to accompany samples & copy attached to tender document.

4.15 Appraisal

A manufacturer, who is not known by the Hospital or is not well recognized by the international community, must provide evidence of certification by a recognized authority

4.16 The hospital may request for a certificate of analysis on time of delivery where necessary.

4.17 The successful tenderer will also be required to provide the Hospital with access to its manufacturing and warehouse facilities to inspect its facilities, quality control procedures for raw materials, test methods, in- process tests, and finished dosage forms.

4.18 Hospital has the right to suspend or delete from the tender list any item de-registered by the PPB, withdrawn from the market and or suspected to have caused documented Adverse Drug Reaction (ADR)

4.19 Branding /Labeling of products

Once awarded the tender, supplier shall deliver all products labeled or branded "**KNH NOT FOR SALE"**

SECTION V - TECHNICAL SPECIFICATIONS

5.1 Documentary evidence of qualifications to perform contract

5.1.1 Bidders must provide the following documentary evidence of the Tenderer's qualifications to perform the Contract if its bid is accepted.

a) That in the case of a bidder offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:-

i. Is incorporated in the country of manufacture of the goods
ii. Has received satisfactory GMP inspection certificate in line with the WHO certificate scheme on pharmaceuticals from a recognized national regulatory authority.

b) That, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce,

i. That the Tenderer has been duly authorized by a manufacturer of the Goods that meets the set Criteria to supply the Goods to the Hospital and ii. That the Tenderer has a valid wholesale dealer's license from PPB.

c) The Tenderer has a duly qualified registered Superintendent Pharmacist with a valid annual practicing certificate.

d) That the Tenderer's premises have been registered by the PPB.

5.2 Certificates

5.2.1 Certificates of analysis should:

a) Be written/translated in English Language
b) Bear the letter head of the manufacturer or accredited laboratory as stated on the Tenderers quotation.
c) Indicate the Pharmacopoeia Standard used for analysis or in-house analytical methods used.
d) Have the products generic (non-proprietary) name, strength and unit pack conspicuously displayed on the certificate.
e) Have actual values of test results indicated against each test. A general indication of the word" complies" or "conforms" is not sufficient
f) Must accompany every batch delivered to the hospital after award

5.2.2 All certificates granted to distributors and or manufactures from the country of origin or /and recognized regulatory authorities should be valid and clear.

5.2.3 The certificate of pharmaceutical product and good manufacturing practice should be issued by the national competent authority of the country of origin or a recognized regulatory authority as communicated in the WHO certification scheme on the quality of pharmaceutical products moving in the international commerce.

5.2.3 Certificate of pharmaceutical product and good manufacturing practice should indicate:

a) That the manufacturers have been approved and registered by the National Health authority as a manufacturer of pharmaceutical drugs
b) The types of pharmaceutical dosage forms approved for manufacture
c) That the manufacturing plant in which the products are produced is subject to inspection at regular intervals.
d) That the manufacturer conforms to requirements of good manufacturing quality control as recommended by WHO in respect of products to be sold or distributed in the country of origin or to be exported.
e) Name of the product and dosage form
f) The name and amount of active ingredient and all, other ingredients
g) That the product is freely sold in the country of origin, if not, the reasons should be clearly stated.
h) The date the certificate is issued and the period of its validity.

5.2.4 All certificates indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on the closing date. **Any bid not accompanied by the certificates shall be rejected as non-responsive.**

5.3 Standards of Quality Assurance for Supply

5.3.1 All products must:

a) Be manufactured in conformity with the latest edition of British, International, United States, French or European Pharmacopoeia. If the product is not included in the specified Compendia, the Bidder upon being awarded the order must provide the reference standards and testing protocols to allow for quality Control.
b) Be manufactured in accordance with Good manufacturing Practice (GMP)
c) Be registered by the Kenya Pharmacy & Poison's Board, and the registration status must be current.
d) Meet the requirements of manufacturing legislation and regulation of pharmaceuticals and medical products in the country of Origin.
e) Have clear directions for reconstitution, dilution, storage and stability of the resulting product where applicable. Storage must be specified in values both before and after reconstitution where applicable.

5.3.2 In all case tenderers to the Hospital who succeed to win an item or more in price and other preliminary evaluation parameters, the Hospital reserves the right to send samples to a nationally recognized and competent laboratory for quality control test. In such case, the tenderers shall cover the expense upon request by the Hospital.

5.3.3 The successful Bidder will be required to furnish to the Hospital:

a) Batch certificates of each batch of drugs supplied.
b) A certificate of analysis for each batch consignment delivered if requested.
c) Assay methodology of any or all tests if requested.
d) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request.

e) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

f) Ensure the Goods arrive at the port of entry(for imported pharmaceuticals or vaccines) or ex-factory with a remaining shelf life of at least two thirds of the total stipulated shelf life.

5.4 Product information

5.4.1 The Pharmaceuticals and Vaccines to be purchased by the Hospital under this invitation for bids are included in the Hospital's Formulary. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the manufacture and Quality Control of Drugs").

5.4.2 Product Specifications must include dosage form (e.g. tablet, liquid, injectable, emulsion, suspension, etc) and the medicine content (exact number of mg, microgramsor % v/v with acceptable range). The product should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL Pharmacopoeia or the International Pharmacopoeia. In case the Pharmaceuticals or Vaccine product is not included in the specified compendium, the Supplier, upon award of the contract, must provide the reference standards and testing protocols to allow for quality control testing. Manufacturers and suppliers of originator products may provide copies of patent documents as evidence.

5.4.3 Certificate of quality control of sterility, pyrogenicity, Acute toxicity and physicochemical tests shall be provided on request.

5.4.4 Method of analysis of the same accompanied with the samples, if different method of analysis is used than indicated in USP or BP, should be submitted along with the offer.

5.4.5 The following information will be required, for each product offered by the tenderer:

a) INN (International Non-proprietory Name)
b) Pharmaceutical formulations, Presentation, strength, quantity in each container
c) Country of origin, name and address of the Manufacturer
d) Pharmacopoeia or other applicable compendia standards
e) Batch Number, manufacture & expiry dates
f) Minimum storage requirements as values both before and after reconstitution
g) Any Food &Food or Drug & Drug interactions
h) Any expected side effects, cautionary notes and contraindications.

Failure to include any of this information shall, at the discretion of the Hospital, disqualify the bid.

5.4.6 Specific

The following are some of the packaging condition for the tender:-

a) Infusions

For all plastic containers a study at least covering sterility, pyrogenicity, acute toxicity and physicochemical test should accompany the offer during the supply of

the products. The concentration of electrolytes shall be stated on the label in milli equivalent (Meq). The label of the product shall also indicate the quantity of ingredients in terms of weight or percentage concentration.

b) Ampoules and Vials

Ampoules must be packed in rigid paperboard boxes, strong enough to resist crushing during transportation and storage in units of 5, 10 or similar multiples up to a maximum of 100 (10x 10).
All ampoules must have a break line and be easy to break.

c) Topical preparations

Content with less than 50gm shall be packed in leak-proof collapsible metallic or plastic tube, for volumes above 50gm in aluminum foil or plastic jars with close fittings caps or slip on lids. Each individual tube must be packed in a rigid paper board box and labeled appropriately

d) Elixir, Oral Suspension & Syrup

These should be packed in tamper proof cap amber colored glass or non- transparent plastic bottles, with appropriate dispensing measure in each pack, packed in well-padded strong carton. Bottles of powder for oral suspension should have a clear marking to show the required volume and or clear direction for reconstitution. The cap and stopper on every bottle should be watertight and leak- proof.

e) Tablets, Capsules, Caplets

These should be packed in blister pack or laminated aluminum foil, packed in well closed and light resistant containers of appropriate size. The containers should be tamper-proof and sealed. Any loose packing must be accompanied by an acceptable justification from the manufacturer.

f) Suppositories, pessaries

These must be packed in ready to dispense patient packs accompanied by suitable applicator for use in administration. Each must be individually sealed and packed.

5.4.7 Tertiary Packaging

a) Tertiary packaging shall be undertaken in five-ply cartons, duly labeled and marked. The shapes of the cartons must be consistent and complementary to allow stacking.
b) The cartons must have consistent dimensions of length, width and height. The cartons must contain polyethylene sheets inside to ensure that water does not seep through.
c) The size of the carton should be proportional to its content, with the addition of appropriate padding to prevent damage to the product during transport.

d) All carton flaps must be properly secured and sealed with special repackers gum paper tapes.
e) Two strong plastic strapping should be tied around the carton properly bound by a machine and stapled tightly.
f) To facilitate manual loading and off-loading, the dimensions of each carton should not exceed610mm x 460mm x 355mm.
g) The Gross weight of each parked carton should not exceed 35kg.

5.4.8 Labeling instructions

a) The Label for each pharmaceutical and vaccine product shall meet the W210 GMP standard and include:-

i. The INN or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name.
ii. The active ingredient "per unit, dose, tablet or capsule, etc."
iii. The applicable pharmacopoeia standard
iv. Content per pack
v. Instructions for use, including reconstitution dilution etc where applicable
vi. The phrase "Keep out of the reach of children"
vi. Special storage requirements, including after reconstitution, dilution and opening. All temperatures must be in real values.
vii. Batch number
ix. Date of manufacture and date of expiry (in clear language, not code)
x. Name and address of manufacturer and country of manufacture
xi. Any cautionary statement
xi. All printing must be on the original internal and external packages either engraved or in indelible ink. Stickers will not be accepted. xii. All products delivered to the hospital must be clearly and visibly marked with the letters "KNH" on the label and outer pack.

b) All labeling and packaging inserts shall be in English.

c) Pharmaceutical drugs and vaccines requiring refrigeration or freezing for stability must specifically indicate storage requirements and temperatures on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to Kenyatta National Hospital.

d) The outer case or carton should also display the above information.

5.4.9 Case Identification

a) All cases should prominently indicate the following:
i.The INN name of product
ii. The dosage form (e.g.tablet, ampoule, syrup)
iii. Date of manufacture and expiry
iv. Batch number
v. Quantity per case
vi. Package Numbered. 1 of 4
vii. Special instructions for storage and handling viii. Name and address of manufacturer and country of origin

ix. Gross weight and net weight in kilograms
x. The legends: "Top, do not turn over "Handle with Care"….etc
xi. Any additional cautionary statements.

b) No case should contain pharmaceutical or vaccine products from more than one batch.

5.5 Sample

5.5.1 A proper labeled sample of each items quoted must be delivered to Kenyatta National Hospital at least one day before the closing date of the tender.

5.5.2 The sample including literature in English must be written in the normal or usual commercial packaging as registered by the Kenya Pharmacy and Poison's Board, and should be labeled in English.

5.5.3 Sample must not be expired or spoiled for the duration of the tender period.

5.5.4 On submitting product samples and all required document the bidder must complete in triplicate sample submission form and ascertain that the filed form is signed by a duly authorized officer of KNH.

5.5.5 The sample must be the same as the product available in the market. Physician or marketing sample will not be accepted. Samples written "not for sale", "physician sample" or "free sample" will not be evaluated.

5.5.6 The sample provided should be stamped **"KNH" not for sale.**

Sample Submission

Sample submission form should be **filled in duplicate, original to accompany samples & copy attached to tender document.** All Samples must be submitted **at least** one day before date of tender closing and opening.

5.6 Product Specifications

5.6.1 All specifications stated on the tender sent to the Hospital and confirmed on the purchase order must be adhered to, i.e. stated strength, pack size, manufacturer, labeling and markings, etc. If a different item, brand, manufacturer or strength other than the one stated on the purchase order is supplied without prior written agreement with the Hospital, the goods will not be accepted.

SECTION VII : EVALUATION CRITERIA

Evaluation on bids will be conducted at three stages

STAGE 1: Preliminary Examination of Tender

Proof of supply of the following documents:

(1) Submission of two Tender documents securely bound (Spiral or book) and clearly marked (original) and (copy) by the tenderer. No loose documents will be accepted.

(2) All pages of both (Original & Copy) documents **Must** be Sequentially **Serialized** by the tenderer.
(3) Tender form duly completed, signed and stamped.
(4) Business questionnaire duly completed, signed and stamped including declaration of conflict of interest and declaration that tenderer is not debarred from participating in procurement proceedings
(5) Copy of Valid Tax Compliance Certificate/exemption certificate
(6) Certificate of Incorporation/evidence of registration whichever is applicable
(7) Original Bid bond of at least Kshs.150, 000/= valid for a period of 150 days from date of tender opening.
(8) Wholesale dealers license and/ or manufacturer license where applicable
(9) Current Annual Practice License of the Superintendent pharmacist
(10) Premises registration certificate by the Pharmacy and Poisons Board

Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification. The Hospital may verify independently the validity of documents from Pharmacy and Poisons Board.

Stage 2: Product Evaluation

a) Tenderers must submit samples that meet technical specifications and representing the products quoted for in all characteristics in original packaging, bearing the original label, package insert and product monograph and a summary of relevant product characteristics. The following will be evaluated at this stage:

1. Regulatory Approval
2. International non-proprietary name [INN] or British Approved Name [BAN]
3. Acceptable compendia or monograph (BP, USP, French VIPAL, International Pharmacopoeia, Innovator products) where applicable
4. Name & address of manufacturer
5. Pharmaceutical formulation, strength of active ingredients & unit of issue
6. Batch number, manufacture & expiry dates
7. Storage requirements
8. Direction for use including route of administration, instructions for reconstitution, dilution & stability information in English
9. Integrity of external & internal packages, labels & closures
10. Dispensing measures, accessories & ease of use
11. Consistency & uniformity of formulation & colour
12. Marketing authorization
13. No documented poor quality report

b) Samples must:

i. Not be expired within the tender validity period
ii. Be the actual presentation of the product to be supplied.
iii. Have a plain label bearing the tender number and product code as indicated in the price schedule.

c) Original information literature, complete and in English language, must accompany each product

Stage 3 - Financial Evaluation

Evaluation will involve the following

a) Determination of evaluated price for each bid using the Following:

i. Check for any arithmetic errors in the Tender
ii. Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
iii. Application of any discount offered on the tender
iv. Comparison of prevailing actual market prices
v. Establish if items quoted for are within prevailing market rates from the known retail outlets & Public Procurement Regulatory Authority price index.
vi. A written undertaking that the prices shall remain valid for 12 months from date of contract in line with the Public Procurement and Asset Disposal Act 2015 section 139(3).

b) Ranking of tenders according to their evaluated prices

SECTION VIII

SCHEDULE OF REQUIREMENTS

The contract for supply and delivery of pharmaceuticals will be for a period of one year. Orders will be placed as and when required during the contract period.

PRICE SCHEDULE:

Item Code	Category and Name	Pharmaceutical Form	Unit of Issue	Main Hospital Quantity 2021/2022	KPCC Quantity 2021/2022	Unit Price (Kshs)	Total Price (Kshs)
SA010	Lidocaine	Injection,10mg/ml (1%) (Preservativefree)	2ml Ampoule	200	40		
SA012	Lidocaine + Epinephrine (Adrenaline)	Injection: Lidocaine 2% (as hydrochloride or Sulphate) + epinephrine 1:200 000	20 mLVial	50	400		
SA018	Pyridostigmine	Tablet, 60mg (as bromide)	Tablet	2720	400		
SA035	Midazolam	Injection, 5mg/ml	10ml Ampoule/Vial	1,810	100		
SB049	Colchicine	Tablet, 500 micrograms	Tablet	2,150	3000		
SB066	Leflunomide	Tablet, 20mg , film coated	Tablet, Blister pack	5,120	280		
SC024A	Olanzepine	Injection, powder for recoconstitution, 10mg	Vial	120	30		
SC035	Clonazepam	Tablet, 0.5mg	Tablet	30,500	3500		
SC042B	Phenytoin	Suspension, 30mg/5ml	100ml Bottle	600	50		
SC074	Venlafaxine	Capsule, 75mg (as hydrochloride), controlled release	Capsule	1,290	1000		
SC098	Imipramine	Tablet, 25mg (as hydrochloride)	Tablet, Blister pack	2,860	0		
SC099	Diazepam	Suppository, 10mg (Paediatrics)	Suppository	400	0		
SC099A	Diazepam	Gel or rectal solution, 5mg/5ml	0.5 ml Tube	400	0		
SC099B	Diazepam	Gel or rectal solution, 5mg/5ml	2.0 ml Tube	400	0		
SC121	Quetiapine	Tablet,300mg, Slow Release	Tablet,Blister Pack	2,060	350		
SD007	Bisacodyl	Suppository, 5mg (Paediatric)	Suppository	600	350		

SD027	Hydrocortisone + Lidocaine OR Equivalent	Ointment, aluminium acetate 3.5%, hydrocortisone acetate 0.275%, lidocaine 5%, zinc oxide 18% or equivalent	Tube	600	180		
SD030	Magnesium Sulphate	Powder for oral solution, 30g or equivalent	30g	220	180		
SD035	Oxybutinin	Tablet, 5mg (as hydrochloride), scored	Tablet, Blister pack	1,480	1700		
SD049	Dicycloverine +Paracetamo	Syrup, 10mg/5ml (as hydrochloride	10ml Bottle	610	350		
SD052A	Ursodeoxycholic acid	Suspension, 250mg/5mL, sugar-free	250ml Bottle	650	20		
SE010	Digoxin	Injection, solution for injection, 250micrograms/ml	2ml Ampoule	100	180		
SE012	Amiodarone	Injection, solution for injection, 50mg/ml (as hydrochloride)	3 ml Ampoule	520	350		
SE017	Dobutamine	Injection, solution for injection, 250mg/20ml (as hydrochloride)	20ml Vial	1,800	460		
SE031	Propranolol	Injection, solution for injection, 1mg/ml	1ml Ampoule	80	90		
SE033	Noradrenaline	Injection, solution for injection, 2mg/ml	Ampoule	7,900	350		
SE054	Warfarin	Tablet, 5mg (as sodium)	Tablet, Blister pack	68,300	10000		
SE054A	Warfarin	Tablet, 1mg (as sodium)	Tablet, Blister pack	2,460	3000		
SE057	Nitroglycerine	Injection solution	10ml ampoule	1,150	400		
SE058	Sodium Nitroprusside	Injection, powder for reconstitution, 50mg	Vial	30	100		

SE060C	Carvedilol	Tablet, 3.125mg	Tablet, Blister pack	82,600	42000		
SE066	Metoprolol	injection solution	5 ml Ampoul	100	180		
SE077A	Desmopressin	Nasal spray, 10micrograms/dose (as acetate)	5ml Can	40	18		
SE077B	Desmopressin	Injection ,4 micrograms/ML (As Acetate)	Iml Vial	115	20		
SE081	Calcium dobesilate	Capsule, 500mg	Capsule, Blister pack	2,960	2000		
SE085	Isosorbride	Tablet, 20mg (as	Tablet,	10,000	5000		

		mononitrate)	Blister pack				
SE096	Labetalol	Tablet, 100mg (as hydrochloride)	Tablet	45,000	10000		
SE097	Phenoxybenzamine	Capsule, 10mg (as hydrochloride)	Capsule	800	700		
SE112A	Bisoprolol	Tablet, 1.25mg	Tablet,Blister pack	1,300	350		
SE114A	Alteplase	Injection 100mg	vial	40	4		
SE115	Adenosine	Solution for Injection, 3mg/ml	2ml Vial	62	30		
SE116	Glycerine Trinitrate	Sublingual tablet,500micrograms	Tablet, Blister pack	250	90		
SE118	Verapamil	Injection, solution for injection, 2.5mg/ml (as hydrochloride)	2ml Ampoule	50	90		
SE122	Phenylephrine	Injection, 10mg/ml (as hydrochloride)	1ml Ampoule	200	90		
SE128	Milrinone	Injection,1mg/ml (as lactate)	10ml Vial	190	20		
SE134	Lisinopril + Hydrochlorthiazide	Tablet, Lisinopril 40mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	800	1400		

SF021	Benzylpenicillin	Injection, powder for reconstitution,600mg (1 million IU)(sodium or potassium)	Vial	28,600	8000		
SF021A	Benzylpenicillin	Injection, powder for reconstitution,5 million IU (sodium or potassium)	Vial	3,100	2000		
SF045	Dapsone	Tablet, 100mg	Tablet, Blister pack	17,250	4000		
SF056A	Gentamicin	Injection, solution for injection, 10mg/ml	2ml Ampoule	4,900	800		
SF058	Benzathine Penicillin	Injection, 2.4 Million units	Vial	400	400		
SF091A	Ceftazidime	Injection, powder for reconstitution, 250mg	Vial	500	600		
SG003	Aciclovir	Topical cream, 5%	10g Tube	172	900		
SG035	Clotrimazole	Vaginal Tablet, 100mg	Packet 6's	2002	785		

SG051	Stibogluconate	Injection, solution for infusion, 100mg/ml (as sodium)	100ml Bottle	12	4		
SG069	Amphotericin B	Injection, powder for reconstitution 50mg (Liposomal)	Vial	450	381		
SG071	Ganciclovir	Injection, powder for reconstitution, 500mg	Vial	30	200		
SG073	Pyrimethamine	Tablet, 25mg	Tablet, Blister pack	420	500		
SG087	Niclosamide	Tablet, 500mg, Chewable	Tablet, Blister pack	90	40		
SG091	Sulfadiazine	Tablet, 500mg	Tablet, Blister pack	200	40		
SG096A	Voriconazole	Oral Suspension, 200mg/5ml	Bottle	40	40		

SH004	Bleomycin	Injection, Lyophilised powder for reconstitution, 15mg (sulfate)	Vial	600	100		
SH005	Folinic acid	Tablet, 15mg (as calcium folinate)	Tablet, Blister pack	900	900		
SH005C	Folinic acid	Injection, solution or powder for reconstitution, 300mg (as calcium folinate)	30mL Vial	1,000	200		
SH006	Chlorambucil	Tablet, 2mg	Tablet	500	300		
SH008	Cyclophosphamide	Tablet, 50mg	Tablet, Blister pack	500	130		
SH009	Cyclophosphamide	Injection, powder for reconstitution, 200mg	Vial	300	100		
SH013B	Cytarabine	Injection, powder for reconstitution, 500mg OR solution for injection (Preservative free 100mg/ml in 5ml vial)	Vial	600	130		
SH013C	Cytarabine	Injection, powder for reconstitution, 1000mg OR solution for injection (Preservative free 100mg/ml)	Vial	480	130		
SH019	Melphalan	Tablet, 2mg	Tablet	500	500		
SH020	Mercaptopurine	Tablet, 50mg	Tablet	12,000	1000		

SH023	Procarbazine	Capsule, 50mg	Capsule	1,000	130		
SH027	Vinblastine	Injection, solution for Injection, 10mg	Vial	400	27		
SH030B	Carboplatin	Injection, solution for injection,10mg/ml, 600mg	60 ml Vial	600	200		
SH031A	Etoposide	Tablet/Capsule, 50mg	Tablet/Capsule	250	130		

SH038A	Mycophenolate mofetil	Tablet, 250mg, (as mofetil)	Tablet, Blister pack	900	2000		
SH040	Docetaxel	Injection, Premixed solution for injection, 80mg	vial	285	160		
SH045	L-asparaginase	Injection, powder for reconstitution, 10,000 IU	Vial	720	16		
SH046	Daunorubicin	Injection, powder for reconstitution, 20mg	Vial	800	50		
SH050A	Irinotecan	Injection, solution for injection, 40mg	2ml Vial	60	30		
SH051	Oxymetholone	Tablet, 50mg	Tablet	500	260		
SH053A	Octreotide (Long Acting Release)	Suspension for depot injection, 20mg/kit	Injection Kit	30	12		
SH063	Temozolomide	Capsule, 100mg	Capsule	2,400	400		
SH063A	Temozolamide	Tablet, 20mg	Tablet	600	400		
SH066	Topotecan	Injection, powder for reconstitution, 2.5mg (as hydrochloride)	Vial	40	20		
SH079	Vinorelbine	Injection, concentrate for Injection 10mg/ml	5ml Vial	150	20		
SH079A	Vinorelbine	Injection, concentrate for Injection 10mg/ml	1ml Vial	24	20		
SH086	Thalidomide	Capsule, 100mg	Capsule	4,200	260		
SH103A	Hydroxycarbamide (Hydroxyurea)	Capsule, 250 mg	Capsule	7,200	2000		
SH105	Lenalidomide	Capsule, 25mg	Capsule	3,360	50		
SH112	All Trans Retinoic Acid	Capsules, 10mg	Capsules	2,000	120		
SH113	Lomustine	Capsules, 40mg	Capsules	100	20		
SH115	Tocilizumab	Injection, Solution for IV Infusion,20mg/ml	4ml vial	80	16		
SH118	Gefitinib	Tablet,250mg	Tablet	600	560		

SH119	BCG Intravesical	Suspension for Intravesical use,1-8* 10& sup8 CFU/Vial OR Equivalent	Vial	30	3		
SH120	Pazopanib	Tablet,200mg	Tablet	1,440	360		
SJ001A	Charcoal, Activated	50g powder or paste equivalent	Tin	40	5		
SJ004	Pralidoxime	Injection, solution for injection, 200mg/ml (as Mesilate)	5ml Ampoule	200	80		
SJ005	Protamine	Injection, 10 mg/ ml (as sulfate)	5 ml Ampoule	1,600	40		
SJ010	Flumazenil	Injection,100 micrograms/ml	5ml Ampoule	180	40		
SJ016A	Propylthiouracil	Tablet, 50 mg	Tablet	600	200		
SJ018A	Follicle stimulating hormone	Injection, 100 IU/ml	Ampoule	8	20		
SJ019	Human Chorionic Gonadotrophin	Injection, powder for reconstitution, with solvent, 5000 IU	Vial	8	20		
SJ027A	Dexamethasone	Tablet, 4mg,Scored	Tablet	47,000	9000		
SJ096	Glucagon	Injection, 1mg	Vial	65	20		
SJ100	Diazoxide	Suspension, 50mg/mL	Bottle	50	100		
SK026	Zinc oxide	Topical paste	500gm Tin	240	50		
SK038	Betamethasone + Salicylic Acid	Scalp Solution	Bottle	120	40		
SK042	Crotamiton	Cream, 10%	30gm Tube	90	40		
SK052	Mometasone	Scalp lotion, 0.1% (as furoate)	30ml Bottle	80	40		
SK081	Clindamycin	Solution,1%	Bottle	130	40		
SK084	Ivermectin	Tablet, 3mg	Tablet, Blister pack	260	40		
SL002	Amethocaine	Solution, eye drops, 0.5% (as hydrochoride)	5ml-10ml Bottle	250	70		
SL004	Atropine	Solution, eye drops, 0.1% (as sulfate)	5ml-10ml Bottle	457	40		
SL013	Perflurodecalin	Retinal solution	10ml Vial	10	10		

SL084	Budesonide	Nasal spray, 50micrograms /dose	Can	140	140		
SL089	Atropine	Solution, eye drops, 0.5%	10ml Bottle	100	80		
SL089A	Atropine	Solution, eye drops, 1%	10ml Bottle	270	80		
SJ099	Empagliflozin	Tablets 10mg	Blister pack	9000	2000		
SM002A	Theophyline	Capsule, 400mg,	Capsule,	10,700	1000		
		slow release	Blister pack				
SM022A	Ipratropium + Salbutamol	Solution for nebulization, ipratromium bromide 250 micrograms + salbutamol 1.25mg/ml	Ampoule	2500	3,702		
SM047A	Budesonide + Formoterol	Pressurized metered dose inhaler, budesonide 400 micrograms + formoterol 6 micrograms /metered dose	Can	300	1,511		
SM047B	Budesonide + Formoterol	Pressurized metered dose inhaler, budesonide 100 micrograms + formoterol 6 micrograms /metered dose	Can	300	1,169		
SM070	Montelukast granules	Granules (as sodium salt), 4mg	Sachet	3000	25,601		
SM106	Hydroxyzine	Tablet, 25mg (as hydrochloride)	Tablet	350	500		
SN007	Ferrous + Folic salts with Zinc and Vit B complex	Tablet/Capsule, Blister pack	Tablets	33,115	8000		
SN014	Hydroxocobalamin (Vitamin B12)	Injection, 1000mg/ml	Vial	120	130		

SN027	Calcium	Tablet, 500mg Blister pack(as carbonate)	2500	9,000	11,500		
SR003	Chlorhexidine gluconate	Solution, 5% (concentrate)	5L Tin	200	180		
SR010A	Formalin (Paraformaldehyde)	Tablet, 1g	Tablet, 100's	50	40		
SR015	Povidone Iodine	Solution, 7.5%, surgical scrub	500ml Bottle	810	47		
SS005	Calcium gluconate	Injection, solution for injection, 100mg calcium gluconate/ml (10%)	10ml Ampoule	5,700	1500		

SS021	Methylene Blue	Injection, solution for injection, methylthioninium chloride 10mg/ml	10ml Ampoule	110	45		
SS026A	Sodium Hydrogen Carbonate	Injection, solution for infusion, 8.4%	50ml, Single dose Vial	200	350		
SS028	Sodium Chloride	Injection, solution for infusion, 0.9%	2L Collapsible Bag	3,200	1200		
SS033	Slow Sodium	Tablet, 600mg, modified release	Tablet	13,400	7000		
SS033A	Slow Potassium	Tablet, 600mg ,Slow release	Tablet	3,100	11000		
SS042	Paediatric maintenance solution	Injection, solution for infusion, glucose 55mg, potassium chloride 0.89g, sodium chloride 2.05g per 1000ml	200ml Collapsible Bag/Bottle	420	47		
SS043	Neonatal electrolyte solution with glucose	Injection, solution for infusion, calcium chloride 367mg, glucose anhydrous 100g, magnesium chloride 102mg, Phosphoric acid 367mg, Potassium chloride 12g, sodium lactate 2.24g per 1000ml	200ml Collapsible Bag/Bottle	800	180		

SS044	Sodium Chloride	Injection, solution for infusion, 0.9%	200-250ml Collapsible Bag	12,000	180		
SS044A	Sodium chloride	Injection,solution for infusion, 0.9% in polyofelin bag (non PVC)	250ml Polyefelin Bag	1,200	260		
SS045	Sodium lactate, compound solution	Injection, solution for infusion, sodium chloride 0.6%, sodium lactate 0.32%, potassium chloride 0.04%, calcium chloride 0.027%	200ml-250ml Collapsible Bag	500	180		
SS047	Sodium chloride	Injection, solution for infusion, 3%	500ml Bottles	250	130		
SS052	Water for njection	Sterile water for injection	100ml Bottle	2,400	3500		
SS053	Sodium chloride	Injection, solution for infusion, 0.45 %	500ml Collapsible Bag / Bottle	500	140		

SS060	Two chamber bag Fat-free parenteral nutrition	Two chamber bag that contains at least 240-300g of glucose , 65-70g of Proteins,and electrolytes for patients with impaired fat metabolism to give at least 1200-1400 kcal.Fat free TPN	1000-1500ml bag	550	180		
SS061	Two chamber bag Fat-free parenteral nutrition	Two chamber bag that contains at least 290-360g of glucose , 90-110g of Proteins,and electrolytes for patients with impaired fat metabolism to give at least 1200-1400 kcal.Fat free TPN	1000-1500ml bag	580	180		

ST018	Hydrofibre with silver	Dressing, 15x15cm or equivalent	Pieces	900	196		
ST019	Hydrofibre with silver	Dressing, 20x30cm	Pieces	450	300		
SU004	Tetanus immunoglobulin (human)	Injection, solution for injection, 1500 IU/ vial	Vial / Ampoule	40	50		
SU007B	Hepatitis B immunoglobulin (human)	Injection, solution for injection, 200 IU/ ml	Ampoule/ Vial	20	12		
SU016	Tuberculin purified protein derivative (PPD)	vial, 10 tests		0	0		
SU028	Varicella Zooster vaccine	Injection, powder and solvent for suspension for injection, live attenuated	3ml Vial with 1ml diluent in Ampoule or prefilled syringe	20	50		
SU035A	Antithymocyte globulin (Rabbit)	Sterile Lyophilized powder for reconstitution, 25mg	10ml Vial	20	10		
SV001	Dinoprost (Prostaglandin F2)	Injection, 5mg/ml	1ml Ampoule /Vial	40	90		
SV003	Ergometrine	Injection, 200micrograms/ml (as hydrogen maleate)	1ml Ampoule	1,550	800		
SV006	Misoprostol	Vaginal tablet, 25micrograms	Tablet, Blister pack	500	1500		

TOTAL AMOUNT IN FIGURES…….

IN WORDS……..

Authorized signatory:……Date……

10.1 FORM OF TENDER

Date_____
Tender No. KNH/T/57/2021-2022

To: _____

_____

[Name and address of Hospital]

Gentlemen and/or Ladies:

1. Having examined the tender documents including all addendum the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver (…….. (*insert item description*) in conformity with the said tender documents for the sum of …….. (*total tender amount in words and figures*)

2. We undertake, if our Tender is accepted, to deliver the item 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 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed Kenyatta National Hospital.

4. We agree to abid by this Tender for a period of 120 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 _____

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) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 – General:

Business Name ……..

Location of business premises. ……..

Plot No…… Street/Road ……..

Postal Address …….. Tel No. ……..company Mobile ……. E mail address…….Contact Person ……Mobile…….

Nature of Business,…….

Registration Certificate No. ……

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

Name of your bankers …….. Branch. ……

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) – Sole Proprietor

Your name in full …….. Age ……..

Nationality …… Country of origin …….

- Citizenship details
  ……

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 ……			

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. …….			
2. ……			
3. ……..			
4. …….. 5. ……			

NB: *If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.*

Mandatory

Part 3 (a) – *Pursuant* to section 59(1)(a) ,(2) and (3) of the public procurement Assets and Disposal Act 2015 and section 26 of the Regulations 2006. This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firm …….hereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006 (or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm ……...confirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details	Signature

1…… 2.

……..

3. ……

4. ……

5 ……

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details	Signature

1……..

2……..

3……..

4……..

5……..

Sign ……Date ……Stamp……...

7.2 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated ……. [*date of submission of tender]* for the supply, installation and commissioning of ..... *[name and/or description of the equipment]* (hereinafter called "the Tender") ……..

KNOW ALL PEOPLE by these presents that WE …… …… of ……. having our registered office at …… (hereinafter called "the Bank"), are bound unto …….. [*name of Procuring entity}* (hereinafter called "the Procuring entity") in the sum of …….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ……..day of…….. 20 ……..

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

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

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

_____

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.3 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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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

7.4 PERFORMANCE SECURITY FORM

To …….
[*name of Procuring entity]*

WHEREAS …… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No._____[*reference number of the contract]* dated _____ 20_____to supply …… [*description of goods]* (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the_____day of _____20 _____

Signed and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

(Amend accordingly if provided by Insurance Company)

7.5 BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

7.6 MANUFACTURER'S AUTHORIZATION FORM

To [*name of the Procuring entity]* ……..

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

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

_____

[*signature for and on behalf of manufacturer]*

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

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

7.6.1 Please acknowledge receipt of this letter of notification signifying your acceptance.

7.6.2 The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

7.6.3 You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*_____

_____

SIGNED FOR ACCOUNTING OFFICER

7.9 **FORM RB 1**

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF ..... 20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity*)

Request for review of the decision of the…… (*Name of the Procuring Entity)* of ……dated the…day of ……20…….in the matter of Tender No ..... of ……..20…

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….Fax No……Tel. No……..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED ..... (Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on .....day of ……....20….……

SIGNED
Board Secretary

SAMPLE SUBMISSION FORM

TENDER NO			**DESCRIPTION OF GOODS**			**CLOSING DATE**		
KNH/T/57/ 2021 - 2022			SUPPLY&DELIVERY OF PHARMACEUTICALS			**14/09/2021**		
Sample Registration No	**Date of Receipt of Sample**	**Catalogue, Part or Reference No**	**Description of Sample**	**Quantity**	**Name of Candidate**	**Received by (name/signature)**	**Date Returned to Candidate**	**Name, signature & ID No of Candidate**