COUNTY GOVERNMENT OF LAIKIPIA,
P.O.BOX 131-20321,
RUMURUTI
procurement@laikipia.go.ke

STANDARD TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF HEALTH SECTOR GOODS [FRAMEWORK AGREEMENTS] FOR A PERIOD OF THREE YEARS

TENDER NO: LCG/A02/A03/A04/A05/A06/A09/A10/FIN/LHS/2025/26/27/28

MARCH, 2026.

Tender Issue Date: THURSDAY: 12TH MARCH,, 2026

Tender Closing Date: THURSDAY 26TH MARCH 2026

Time: 1200Hrs.

TABLE OF CONTENTS

TENDER DOCUMENT FOR PROCUREMENT OF SPECIALIZED GOODS - HEALTH SECTOR GOODS
(Pharmaceuticals, Vaccines, Patient uniforms, Linen and Non-Pharmaceuticals .)

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

COUNTY GOVERNMENT OF LAIKIPIA

P.O.BOX 131-20321,

RUMURUTI, KENYA

procurement@laikipia.go.ke

2) Invitation to Tender (ITT) No. LCG/A02/A03/A04/A05/A06/A09/A10/FIN/LHS/2025/2026/2027/2028

3) Tender Name STANDARD TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF HEALTH SECTOR GOODS [FRAMEWORK AGREEMENTS] FOR A PERIOD OF THREE YEARS

INVITATION TO TENDER

PROCURING ENTITY:

COUNTY GOVERNMENT OF LAIKIPIA

P.O.BOX 131-20321,

RUMURUTI, KENYA

CONTRACT NAME AND DESCRIPTION:

LCG/A02/A03/A04/A05/A06/A09/A10/FIN/LHS/2025/2026/2027/2028. SUPPLY AND DELIVERY OF HEALTH SECTOR GOODS [FRAMEWORK AGREEMENTS] FOR A PERIOD OF THREE YEARS.

The **COUNTY GOVERNMENT OF LAIKIPIA** invites submission of tenders for supply and delivery of health sector goods [framework agreements] for a period of THREE years to our healthcare facilities across the county of Laikipia. These include pharmaceuticals, vaccines, patient uniforms, linen and other non-pharmaceuticals

1. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Tenders will be awarded on the basis of Framework Agreement.

   Tenderers will be allowed to tender for one or more lots.

2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *.0900 to 1700 hours]* at the address given below.

   Director Supply Chain Management,
   Department of Finance & County Treasury,
   County Government of Laikipia,
   PO Box 131-20321,
   Rumuruti, Kenya

3. A complete set of tender documents may be obtained by interested tenders free of Charge at the address given above. Tender documents may be obtained electronically from the Websites (www.laikipia.go.ke and/or www.tenders.go.ke). Tender documents obtained electronically will be free of charge.

4. Tender documents may be viewed and downloaded for free from the website (www.laikipia.go.ke and/or www.tenders.go.ke). Tenderers who download the tender document must forward their particulars immediately to *(Josephine.njoki@laikipia.go.ke , **0723-871712** and P.O Box 131-20321 Rumuruti, Kenya)* to facilitate any further clarification or addendum.

5. Completed tenders must be delivered to the address provided on or before **26TH MARCH, 2026**; **1200hrs**. **NO** Electronic Tenders ***will*** be permitted.

6. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and who choose to attend.

7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

8. Late tenders will be rejected.

9. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

1) Name of Procuring Entity.

COUNTY GOVERNMENT OF LAIKIPIA

2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

OFFICE OF THE DIRECTOR OF SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF FINANCE & ECONOMIC PLANNING, LAIKIPIA COUNTY GOVERNMENT
P.O.BOX 131 – 20321
RUMURUTI, KENYA

3) Name, telephone number and e-mail address of the officer to be contacted.

Ms. Josephine Njoki

Josephine.njoki@laikipia.go.ke

0723-871-712.

P.O Box 131-20321

Rumuruti, Kenya

B. Address for Submission of Tenders

1) Name of Procuring Entity **COUNTY GOVERNMENT OF LAIKIPIA**

C. Address for Opening of Tenders

1) Name of Procuring Entity. **COUNTY GOVERNMENT OF LAIKIPIA**

---------- ***[Authorized Official (name, designation, Signature and date)]***

Name **(County Government of Laikipia)**

Designation Director **Supply Chain Management.**

Signature: ***JNK***

Date **12th MARCH, 2026**.

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A General

1. Scope of Tender

1.1 In connection with this Invitation to Tenderer (ITT), the Procuring Entity issues this tendering document for the supply of Health Goods (pharmaceuticals, vaccines, and condoms and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification and number of items or lots (contracts) of this ITT are specified **in the TDS.**

2. Definitions

Throughout this tendering document:

a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) if the context so requires, "singular" means "plural" and vice versa; and "Day" mean scale day, unless otherwise specified as "Business Day." A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed to this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b Receives or has received any direct or indirect subsidy from another Tenderer; or

c has the same legal representative as another Tenderer; or

d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or

f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a subcontractor in more than one Tender.

4.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

4.5 A tenderer that has been debarred from participating in public procurement shall be in eligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at **PPRA's website** info@ppra.go.ke or complaints@ppra.go.ke.

4.6 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Procuring Entity, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.

4.7 A tenderer shall not be under suspension from tendering by the Procuring Entity as the result of the operation of a Tender–Securing Declaration or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this

condition is met shall be provided in for this purpose is be provided in *"SECTION III - EVALUATION AND QUALIFICATION CRITERIA, item 9".*

4.10 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any eligible country.

5.2 For purposes of this ITT, the term "goods" includes any goods that are the subject of this Invitation to Tender, and "Related Services" includes services such as transportation, insurance, commissioning and training.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5.4 Any goods, works and production processes with characteristic that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts1,2, and 3, which includes all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 - Tendering Procedures
Section I - Instructions to Tenderers (ITT)
Section II - Tendering Data Sheet (TDS)
Section III - Evaluation and Qualification Criteria
Section IV - Tendering Forms

PART 2 - Supply Requirements
Section V - Schedule of Requirements

PART 3 - Contract
Section VI - General Conditions of Contract
Section VII - Special Conditions of Contract
Section VIII - Contract Forms

6.2 The Specific Procurement Notice-Invitation to Tender (ITT) notice issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the tendering document in accordance withITT10.Incaseofanycontradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Clarification of Tendering Document

7.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any Invitation to clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS.** The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 8 and ITT 22.2.

8. Amendment of Tendering Document

8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless s of the conduct or outcome of the Tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English Language**.** Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language**,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT 12;
b) **Price Schedules**: completed in accordance with ITT 12 and ITT 14;
c) **Tender Security** or **Tender-Securing Declaration**, in accordance with ITT 19.1;
d) **Alternative Tender**, if permissible, in accordance with ITT 13;
e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.3;
f) **Tenderer's Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility to Tender;
h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITT 16, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
i) **Conformity**: documentary evidence in accordance with ITT 16, that the Goods and Related Services conform to the tendering document; and
j) Any other document required **in the TDS.**

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

11.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

12. Form of Tender and Price Schedules

12.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

13 Alternative Tenders

13.1 Unless otherwise specified **in the TDS,** alternative Tenders shall not be considered.

14 Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Form of Tender in accordance with ITT 11.1 shall be the total price of the Tender, including any discounts offered.

14.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

14.5 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 29. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITT 1.1, Tenders are being invited for individual lots(contracts) or any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4 provided the Tenders for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the TDS.

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis- aggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly,

the Tenderer may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

ii) any Kenya sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and

iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the TDS**;

b) for Goods manufactured outside Kenya, to be imported:

i) the price of the Goods, quoted CIP named place of destination, in Kenya, as **specified in the TDS**; and

ii) the price for inland transportation, insurance, local taxes payable on the goods and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the TDS**;

c) for Goods manufactured outside Kenya, already imported:

i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

iv) any Kenya sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and

v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS.**

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15 Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same. The Tenderer shall quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in Kenya Shillings, unless otherwise specified in the TDS.

15.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies; it may quote its price accordingly but shall use no more than two foreign currencies in addition to the currency of Kenya.

15.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the foreign payments under the contract.

16 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

16.2 To establish the conformity of the Health Sector Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of:

e) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to the provisions of the specifications; and

f) any other procurement-specific documentation requirement as stated **in the TDS.**

Unless the **TDS** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in Kenya. A Tenderer who has already registered its Goods by the time of Tendering should submit a copy of the Registration Certificate with its Tender. Otherwise, the successful Tenderer, by the time of Contract signing, shall submit to the Procuring Entity either:

a) A copy of the Registration Certificate of the Goods for use in Kenya; or

b) If such Registration Certificate has not yet been obtained, evidence establishing to the Procuring Entity's satisfaction that the Tenderer has complied with all the documentary requirements for registration as specified **in the TDS.**

16.4 The Procuring Entity shall at all times cooperate with the successful Tenderer to facilitate the registration process within Kenya. The agency and contact person to provide additional information about registration are identified in the TDS.

16.5 If the Goods of the successful Tenderer have not been registered in Kenya at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.

16.6 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

17.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

a) that a Tenderer that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

b) that in case of a Tenderer not doing business within Kenya (or for other reasons will not itself carry out service obligations), the Tenderer is or will be (if awarded the Contract) represented by a local service provider in Kenya equipped and able to carry out the Tenderer's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria (see additional ITT for pharmaceuticals and vaccines).

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity a supplier or group of suppliers' qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 17.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which wasprovidedbythetendererunderITT17.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in

relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

ii) If the contract has been awarded to that tenderer, the contract award will be set aside,

iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is in complete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Period of Validity of Tenders

18.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT22.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19 Tender Security

19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

19.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms. If a Tender is specified pursuant to ITT 19.1, the Tender Security shall be a:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.

v) Any other Form specified in the **TDS**.

19.3 If a Tender Security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

19.4 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 45. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were

determined non-responsive or abider declines to extend tender validity period.

19.5 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

19.6 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

c) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or

d) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 44; or

ii) furnish a Performance Security in accordance with ITT 45.

19.7 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

19.8 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1and ITT 11.2.

20 Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE" In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TD Sand shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21 Submitting of Documents

21.1 All documents shall be submitted manually at the address given

21.2 Electronic bidders shall **NOT** be permitted

22 Deadline for Submission of Tenders

22.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall **NOT** have the option of submitting their Tenders electronically. Tender submission procedures specified in the TDS.

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Tenders

23.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24 Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) received by the Procuring Entity prior to the dead line prescribed for submission of Tenders, in accordance with ITT 22.1.

24.2 Tenders requested to be withdrawn in accordance with ITT24. 1shallbereturnedunopenedtotheTenderers.

24.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

25 Tender Opening

25.1 Except as in the cases specified in ITT23 and ITT24.2, the Procuring Entity shall publicly open and read out in accordance with this ITT all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. All Tenderers, or their representatives and any interested party may attend a public opening. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT22. 1, shall be as specified in the TDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer.NoTendersubstitutionshallbepermittedunlessthecorrespondingsubstitutionnoticecontainsavalid authorizationtorequestthesubstitutionandisreadoutatTenderopening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per item or lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and the Price Schedules are to be initialed by

representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

25.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) The Tender Price, per lot(contract)if applicable, including any discounts;
c) any alternative Tenders; and
d) the presence or absence of a Tender Security or Tender Securing Declaration, if one was required.
e) Number of pages of each tender document submitted

25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

26 Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 40.

26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

27 Clarification of Tenders

27.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's Invitation to clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 31.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's Invitation to clarification, its Tender may be rejected.

28 Deviations, Reservations, and Omissions

28.1 During the evaluation of Tenders, the following definitions apply:

a) “Deviation” is a departure from the requirements specified in the tendering document;

b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

29 Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of requirements have been met without any material deviation or reservation, or omission.

29.4 If a Tender is not substantially responsive other requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30 Non-conformities, Error sand Omissions

30.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

30.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or n on-conforming item or component in the manner specified in the TDS.

31 Arithmetical Errors

31.1 The tenders submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) If there is a discrepancy between words and figures, the amount in words shall prevail

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32 Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS.**

33 Margin of Preference and Reservations

33.1 A margin of preference may be allowed on locally manufactured Health goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations. A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.2 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 33.3.

33.3 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

34 Evaluation of Tenders

34.1A. The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

B. The evaluation and award of contracts will be based on Packages

34.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a) Price adjustment due to discounts offered in accordance with ITT 14.4;

b) Price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;

d) any additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.3The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

34.4In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

34.5 The Procuring Entity's evaluation of a Tender will exclude and not taken to account:

a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.

34.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified **in the TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITT 34.2

35 Comparison of Tenders

35.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 34.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within Kenya, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36 Abnormally Low Tenders and Abnormally

High Tenders Abnormally Low Tenders

36.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

36.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

36.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

36.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

(i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

(ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37 Qualification of the Tenderer

37.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected a shaving submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in ITT 11.1 as applicable, and Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, sub-contractors or any other firm (s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualification stopper form satisfactorily.

38 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

38.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted

and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

39 Award Criteria

39.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

40 Procuring Entity's Right to Vary Quantities at Time of Award

40.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

41 Notice of Intention to enter into a Contract

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

d) the expiry date of the Stands till Period; and

e) instructions on how to request a de briefing and/or submit a complaint during the stand still period;

42 Standstill Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to enter in to a Contract with the successful Tenderer.

43 Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 40, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. Debriefings of unsuccessful full Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44 Letter of Award

44.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 41.1, upon addressing a complaint that has been filed within the Standstill Period; the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

45 Signing of Contract

45.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Framework Agreement.

45.2 Within fourteen (14) days of receipt of the Framework Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

45.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

46 Performance Security

46.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

46.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

47 Publication of Procurement Contract

47.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its noticeboards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;

b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) the name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

48 Procurement Related Complaint and Administrative Review

48.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

48.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Maintenance Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT).Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Section II - Tender Data Sheet (TDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

<table>
<tr><th>Reference to ITC Clause</th><th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th></tr>
<tr><td colspan="2">A. General</td></tr>
<tr><td>ITB 1.1</td><td>The reference number of the Invitation to Tenders (ITT) is:
LCG/A02/A03/A04/A05/A06/A09/A10/FIN/LHS/2025/2026/2027/2028.
The Procuring Entity is: COUNTY GOVERNMENT OF LAIKIPIA
The name of the ITT is:
LCG/A02/A03/A04/A05/A06/A09/A10/FIN/LHS/2025/2026/2027/2028.
The number and identification of lots (contracts) comprising this ITT is: : SUPPLY AND DELIVERY OF HEALTH SECTOR GOODS [FRAMEWORK AGREEMENTS] FOR A PERIOD OF THREE YEARS

NUMBER OF LOTS –SEVEN [7]
<table>
<tr><th>LOT NO</th><th>TENDER NO</th><th>TENDER DESCRIPTION</th></tr>
<tr><td>1</td><td>LCG/A02/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF DRESSING AND OTHER NON-PHARMACEUTICALS</td></tr>
<tr><td>2</td><td>LCG/A03/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF MEDICAL DRUGS</td></tr>
<tr><td>3</td><td>LCG/A04/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF LABORATORY CHEMICALS AND REAGENTS</td></tr>
<tr><td>4</td><td>LCG/A05/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF DENTAL MATERIALS</td></tr>
<tr><td>5</td><td>LCG/A06/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF X-RAY MATERIALS AND CHEMICALS</td></tr>
<tr><td>6</td><td>LCG/A09/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF MEDICAL OXYGEN AND GASES</td></tr>
<tr><td>7</td><td>LCG/A10/2025/26/27/28</td><td>SUPPLY AND DELIVERY OF PATIENT UNIFORMS AND LINEN</td></tr>
</table></td></tr>
<tr><td>ITB2.1(a)</td><td>Procurement System
i. The Procuring Entity shall use the ELECTRONIC/MANUAL system where suppliers are required to submit their documents at the address given</td></tr>
<tr><td>ITT 3.3</td><td>The firms that provided consulting services are _____
_____N/A_____.</td></tr>
<tr><td>ITB 4.1</td><td>Maximum number of members in the Joint Venture (JV) shall be: [3] THREE_</td></tr>
<tr><td colspan="2">B. Contents of Tendering Document</td></tr>
<tr><td>ITB 7.1</td><td>The contact address is:

Attention: [JOSEPHINE NJOKI KAMAU]

Josephine.njoki@laikipia.go.ke and info@laikipia.go.ke , 0723-871-712
Po Box 131-20321 Rumuruti, Kenya
Requests for clarification should be received by the Procuring Entity three days before closing date

The Procuring Entity shall publish its response at the website www.laikipia.go.ke</td></tr>
<tr><td colspan="2">C. Preparation of Tenders</td></tr>
</table>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITB 11.1 (j)	The Tenderer shall submit the following additional documents in its Tender: ***[list any additional document not already listed in ITB 11.1 that must be submitted with the Tender]***
ITB 13.1	Alternative Tenders ***shall not be*** considered.
ITB 14.5	The prices quoted by the Tenderer ***shall*** be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least **to *[100*]** percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to ***[100]*** percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is: **[*insert relevant edition*]**.
ITB 14.8 (a) iii, (b) (i) and (c) (v)	Place of destination: **[*Laikipia County]***
ITB 14.8 (a) (iii), (b) (ii) and c (v)	Final Destination (Project Site): ***Laikipia County***
ITB 15.1	The Tenderer ***is*** required to quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 16.3(b)	Other procurement-specific documentation requirements are
ITT 16.4	Goods to be supplied under the Framework Contract shall be registered with Relevant registration bodies__in Kenya.
16.5	The contact person in the Procuring Entity able to provide additional information about registration is **Josephine N. Kamau** **Director Supply Chain Management, Department** **of Finance & County Treasury, County** **Government of Laikipia,** **PO Box 131-20321,** **Rumuruti, Kenya** *(Josephine.njoki@laikipia.go.ke* , ***0723-871-712***
ITB 18.1	The Tender validity period shall be [**120 days*]*** .
ITB 18.3 (a)	The Tender price shall be adjusted by the following factor(s): _____ ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension.]***
ITB 19.1	A *Tender Security* ***shall not be*** required. A Tender-Securing Declaration ***shall not be*** required.
ITB 19.2 (v)	Other types of acceptable securities: *N/A*
ITB 20.1	In addition to the original of the Tender, the number of copies is**: *N/A***
ITB 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** ***Power of Attorney of the Authorized Person***
D. Submission and Opening of Tenders	
ITB 22.1	For **Tender submission purposes** only, the Procuring Entity's address is: **Director Supply Chain Management, Department** **of Finance & County Treasury, County** **Government of Laikipia,** **PO Box 131-20321,** **Rumuruti, Kenya** **The deadline for Tender submission is:** Date: **26TH MARCH 2026** Time: [**1200hrs.**]

	Tenderers **SHALL NOT** have the option of submitting their Tenders electronically.
ITB 25.1	The Tender opening shall take place at: the address given

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	. Laikipia Headquaters Offices, Finance Boardroom in Rumuruti . Date: **26TH MARCH 2026** Time: **1200hrs**
ITB 25.1	The electronic Tender opening procedures shall be: The Tenderers submitting their tenders via the provided link The Automatic closure of the system and subsequent opening of tenders at the stipulated date and time.
ITB 25.6	The Form of Tender and Price Schedules shall be initialed by 3 ***[three]*** representatives of the Procuring Entity conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITB 30.3	The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its lowest estimate.
ITB 32.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: ***[Kenyan Shillings]*** The source of exchange rate shall be: ***the Central Bank in Kenya.*** The date for the exchange rate shall be*:* **NA**.
ITB 33.1	A margin of preference ***shall not*** apply.
ITT 33.3	The specific group of businesses is **SPECIFIED IN THE CATEGORY**
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** Deviation in Delivery schedule: ***YES*** Deviation in payment schedule: ***NO***
F. Award of Contract	
ITB 40.1	The maximum percentage by which quantities may be increased is: ***[25% percentage]*** The maximum percentage by which quantities may be decreased is: ***[25% percentage]***
ITT 40.1	**Procuring Entity may vary Quantities at a percentage not** exceed **25%**
ITB 48.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA website **www.ppra.go.ke**. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **The attention: [Ms. Josephine N. Kamau]** **Title/position: [Director Supply Chain Management]** **Procuring Entity: [County Government of Laikipia]** **Email address: [procurement@laikipia.go.ke Or Josephine.njoki@laikipia.go.ke] Cell. 0723-871-712** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Tendering Documents; and **2.** the Procuring Entity's decision to award the contract.

PHARMACEUTICALS

(Additional TDS for Pharmaceuticals)

ITT 16.3 (b)
The pharmaceuticals offered should meet the specified pharmacopoeia standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of a new drug), the Tenderer will provide testing protocols and alternative reference standards.

Tender Data Sheet (continued) Vaccines--(Additional TDS for Vaccines)

ITT 11.1 (f)

Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted:

a) is certified by a competent authority in the country of manufacture according to resolution WHA 28 65 of the World Health Organization's Certificate Scheme on the Quality of Pharmaceutical Products Moving in International Commerce.

The Tenderer will submit the following additional information:

b) list of vaccines being manufactured by the Tenderer with product registration / license number and date.

ITT 16.3 (b)

(i) The vaccines to be supplied under the Contract must be licensed both in the country of manufacture and in Kenya by the time of Contract signing by a recognized National Control Authority (NCA). An NCA is an organization that performs all six critical functions for control of biological products as defined by the World Health Organization, namely: licensing based on published set of requirements; surveillance of vaccine field performance; system of lot release for vaccines; use of laboratory when needed; regular inspections for good manufacturing practice and evaluation of clinical performance. The license from country of manufacture must state that the Tenderer is licensed to manufacture the Goods by the NCA in the manufacturing country. Documentary evidence in the form of a certified copy of the license and a copy of the vaccine license/registration that the offered vaccine has been licensed by the NCA s of the manufacturer's country shall accompany the Tender and a copy of the license issued by an NCA in Kenya must be submitted by Contract signing. If there is no NCA with specific biologics expertise in Kenya, the Tenderer shall furnish evidence that the Goods meet the qualification criteria in the Technical Specifications.

(ii) If the Goods offered do not meet the specified pharmacopoeia standards as stated in the Technic a Specification, the Tenderer will provide Specification; the Tenderer will provide testing protocols and alternative reference standards.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turn over or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, method s or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

2. Evaluation and contract award Criteria

2.1 The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that;

(i) meets the qualification criteria,
(ii) has been determined to be substantially responsive to the Tender Documents,
(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

3. Preliminary examination for Determination of Responsiveness

3.1 The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Mandatory Requirements [MR]

1. Must attach a valid Tax Compliance Certificate of the company.

2. Must attach a valid KRA PIN certificate of the company.

3. Must attach a certificate of Incorporation/Registration

4. Must attach CR12 Certificate [valid for the last 6 months] for limited companies and IDs of directors OR attach a copy of the ID for a business registration name

5. Must attach a valid Single Business Permit issued by a County Government.

8. Provide an authentic IFMIS NUMBER and EGP NUMBER for the company.

9. MUST attach an AGPO certificate where applicable

10. Suppliers supplying medical drugs must be licensed by Pharmacy and Poisons Board License PPB – MUST attach a valid License from the Board

NB. The bidders MUST Meet ALL The above requirements to proceed to the next stage of Technical Evaluation

Technical Requirements

1. Duly filled, signed and stamped Tender Document AND Price Schedules **(40 points)**

2. Organizations profile, detailing Company Structure, contacts, products/services sold and Personnel.(**30 points)**

3. Attach past experience of similar assignments in supply and delivery of the goods as per the LOTs (attach either a valid completion certificate, LPOs or Executed Contract for each (Each attachment=10 points; No attachment= 0 Points) [**Max of 30 Points**]

Total points are 100 points. Bidders who shall have a Technical Evaluation score of 50 points and above shall qualify for the Financial Evaluation

4. Tender Evaluation (ITT 34)

a) In addition to the criteria listed in ITT 34.2(a)–(c) the additional evaluation factors as per ITT 34.2 (d) is specified as follows:

_____

_____

4.1 To evaluate Items or Lots that include at least the percentages of items per lot and quantity per item as specified in ITT 14.6, if applicable. Tender evaluation of such tenders will be carried out as per the following procedures. The average price (or highest price as specified in TDS 30.3) of an item quoted by substantially responsive Tenders will be added to the Tender price of those who did not quote for that item and the equivalent total cost of the tender so determined will be used for Tender comparison, evaluation, and award.

b) Delivery schedule. (As specified in the TDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of[insert he adjustment factor],will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date "specified in Section VII, Schedule of Requirements.

c) Deviation in payment schedule

i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule out lined in the SCC.

d) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS34.6 in addition to evaluating those requirements on a pass s/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.

5. Multiple Contracts (ITT 34.4)

Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria (this Section III, Sub-Section ITT 37 Qualification Requirements) for each lot. In determining tenderer that offer the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:

(a) Evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;

(b) For each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;

(s) For the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and

(a) determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

6. Alternative Tenders (ITT13.1)

6.1 An alternative if permitted under ITT 13, will be evaluated as follows: The Procuring Entity shall consider Tenders offered for alternatives as specified in Part II Section II, Schedule of Requirements. Only the technical alternatives, if any, of the Tenderer with the Lowest Evaluated Tender conforming to the basic technical shall be considered by the Procuring Entity.

7. MARGIN OF PREFERENCE

7.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

7.2 The margin of preference will be applied in accordance with, and subject to, the following provisions:

a) Tenderers applying for such preference on goods offered shall be asked to provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Responsive tenders shall be classified into the following groups:

i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labor, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;

ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;

iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.

a) To facilitate this classification by the Procuring Entity, the tenderer shall complete whichever version of the Price Schedule furnished in the Tendering document is appropriate, provided however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its Tender, but merely in the Procuring Entity's reclassification of the Tender in to its appropriate Tender group.

b) The Tenders in each group will then be compared to determine the Tender with the lowest evaluated cost in that group. The lowest evaluated cost Tender from each group shall then be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.

c) If as a result of the preceding comparison, a Tender from Group C is the lowest evaluated cost, an amount equal to or 15% of the respective tender price, including unconditional discounts and excluding provisional sums, if any, shall be added to the evaluated price offered in each tender from Group C. If the tender from Group C is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group A or B based on the first evaluation price shall be selected.

8. Post qualification and Contract ward (ITT37), more specifically,

8.1 After determining the substantially responsive tender which offers the lowest-evaluated price, whether the tenderer is a manufacturer on or just a supplier: The Procuring Entity shall carry out the post-qualification, if no prequalification was done using the following criteria:

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of prequalification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____.

ii) Minimum average annual construction turnover of Kenya Shillings *500,000*, equivalentcalculatedastotalcertifiedpaymentsreceivedforcontractsinprogressand/orcompleted within the last THREE [3*]* years.

iii) At least (3)ofcontract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor,orjointventurememberorsub-contractoreachofminimumvalueKenyashillings _____equivalent.

iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of JV in the last (*5 years*).The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigationwillberesolvedagainsttheTenderer.Tenderershallprovideinformationonpending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last_____(*5 years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completedorongoingunderitsexecutionovertheyearsspecified.Aconsistenthistoryofawards against the Tenderer or any member of a JV may result in rejection of the tender.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
1.3	Bank Eligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6 and 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
1.4	State-owned enterprise of Kenya	Meet conditions of ITT 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
1.5	United Nations resolution or Kenya law	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.9 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract[1] did not occur as a result of Supplier's default since 1st January *[insert year]*.	Must meet requirement2	Must meet requirements	Must meet requirement[2]	N/A	Form PER-1
2.2	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Tender Submission Letter
2.3	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will	Must meet requirement	N/A	Must meet requirement	N/A	Form PER-1
2.4	Litigation History	No consistent history of court/arbitral award decisions	Must meet	Must meet	Must meet	N/A	Form PER-1

[1] Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the Supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Supplier. Nonperformance shall not include contracts where Procuring Entity's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.

[2] This requirement also applies to contracts executed by the Tenderer as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		against the Tenderer since 1st January *[insert year]*[3]	requirement	requirement	requirement		
3. Financial Situation and Performance							
3.1	Financial Capabilities	The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *[insert number]* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Turnover	Average annual turnover (Average Annual Sales Revenue) from supply of Health Sector Goods of US$ *[insert amount in US$ equivalent in words and figures]*, calculated as total certified payments received for contracts in progress and/or completed during the last three years. [*Insert a figure which is at least five times the estimated contract amount]*	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2
3.3	Current Commitments	The Tenderer shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.					Form CON -1
4. Experience							
4.1	General Experience	Experience in supply of Health Sector Goods for at least the last three years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
4.2 (a)	Specific Experience	(i) Documentary evidence of the Tenderer's qualifications to perform the Contract in accordance with 4.2 (b)(i) below	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(ii) Technical and Production Capability in accordance with 4.2(b)(ii) as below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	
		(iii) Experience on Packaging, Distribution in accordance with 4.2(b)(iii) below.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	

[3] The Tenderer shall provide accurate information on the Tender Submission Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Tenderer or any member of a joint venture may result in disqualifying the Tenderer.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (b)	See below for details						

The Specific Experience Requirements under 4.2 (b) (from the table above) are as follows:

4.2(b)(i) Documentary evidence in accordance with TDS ITT 11.1 4.2(b)

(ii) Technical and Production Capability.

The Tenderer shall provide evidence that it has the technical, and production capability necessary to perform the Contract:

(i) That it has successfully completed or substantially completed at least [*3 number*] similar contracts for supply of the goods and within the last five years..]Similar contractsarethoseofapproximatelythesamesizeandthatincludescomparableproducts, e.g., capsules, tablets, vaccines.

The goods may have been supplied by the Tenderer as a manufacturer or by its agent, with references being submitted to confirm satisfactory performance.

(ii) That it has achieved an annual average production rate of_____*[The annual production rate required should be at least three times the quantities specified under the contract*] during the last three years.

4.2 (b) (iii) Experience on Packaging, Distribution and Transportation

The Tenderer should provide proof of experience with and knowledge of modes of packing, distribution, and transportationofpharmaceuticalssimilartothosesubjecttoTenderingunderlogisticalandclimaticconditions similar to the ones in Kenya. It should provide names of countries to which the Tenderer has supplied (including packaged, distributed, and transported) products worth at least the amount [*insert the amount*] within the past three years.

SECTION IV - TENDERING FORMS

FORM OF TENDER
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:.....*[insert identification]* **Alternative No.**:.....*[insert identification No if this is a Tender for an alternative]*

To..... *[Insert complete name of Procuring Entity]*

a) **No reservation:** We have examined and have no reservations to the tendering document, including Add and issued in accordance with Instructions to Tenderers (ITT 8);

b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c) We have not been suspended nor declared in eligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.8;

d) **Conformity:** We offer to supply in conformity with the tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below as per listed Lots (list each lot with its price and then the total of all tendered for lots)" [*insert the prices of the Tender in words and figures, indicating the various amounts for lots and the respective currencies*];

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are:[*Specify in detail each discount offered.*]

ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period**: Our Tender shall be valid for the period specified in TDS 18.1 (as amended if applicable) from the date fixed or the Tender submission deadline specified in TDS 22.1 (as a mended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security**: I four Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender per Tenderer**: We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture partner or as a sub-contractor, and meet the requirements of ITT 4.4, other than alternative Tenders submitted in accordance with ITT 13;

j) **Suspension and Debarment:** We, along with any of our sub-contractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];*

l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Procuring Entity Not Bound to Accept:** We understand and that you are not bound to accept the lowest evaluated cost Tender, the Lowest Evaluated Tender or any other Tender that you may receive; and

p) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.

(q) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (*www.ppra.go.ke*) during the procurement process and the execution of any resulting contract.

(r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

(s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

c) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as in formed in **"Appendix 1-Fraud and Corruption**" attached to the Form of Tender. **Name of the Tenderer**:**[insert complete name of the Tenderer]*
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown*

above] **Date signed** *[insert date of signing]* **day of** *[insert month],[insert year]*

*****: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

**: Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____ Age_____

Nationality_____ Country of Origin_____

Citizenship_____

c) Partnership, provide the following details.

	Names of Partners	**Nationality**	**Citizenship**	**% Shares owned**
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company:-

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	Names of Director	**Nationality**	**Citizenship**	**% Shares owned**
1				
2				
3				

e) DISCLOSURE OF INTEREST -Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in. .....(*Name of Procuring Entity)* who has/ have an interest or relationship in this firm?Yes/No. .....If yes, provide details as follows.

	Names of Person	**Designation in the Procuring Entity**	**Interest or Relationship with Tenderer**
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	**Disclosure YES OR NO**	**If YES provide details of the relationship with Tenderer**
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

(Signature) *(Date)*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ *[Name of Procuring Entity]* for: _____ *[Name and number of tender]* in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. IunderstandthattheTenderwillbedisqualifiedifthisCertificateisfoundnottobetrueandcompleteinevery respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) hasbeenrequestedtosubmitaTenderinresponsetothisrequestfortenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or

   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

SELF- DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON / TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, ……., of Post Office Box.....being a resident of …….. in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/ Director of … .....*(insert name of the Company)* who is a Bidder in respect of **Tender No.……..**for…….. *(insert tender title / description)* for .....(*insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…….	…….	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,.....of P. O. Box.....being a resident of …….. in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive / Managing Director /Principal Officer/Director of…….....…….....*(insert name of the Company)* who is a Bidder in respect of **Tender No.** ……..for……..……..*(insert tender title /description)* for .....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, it's servants and/or agents/sub-contractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..*(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

…… ……	……..…….....……	…….....……
(Title)	(Signature)	(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,..... (person) on behalf of ***(Name of the Business/Company / Firm***)
….....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....

Position.....

Office address……. Telephone.....

E-mail…….....

Name of the Firm/Company…….....

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness Name

…….....…….

Sign…….....

Date…….....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below high light Kenya's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be—

a) disqualified from entering into a contract for a procure mentor asset disposal proceeding; or

b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

a) Shall not take part in the procurement proceedings;
b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

7) If a person contravenes subsection (1) with respect to a conflict of interest described in sub section (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions ,the terms set forth below as follows:

i) "corruptpractice"istheoffering,giving,receiving,orsoliciting,directlyorindirectly,ofanythingofvalue to

influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoidanobligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any partyorthepropertyofthepartytoinfluenceimproperlytheactionsofaparty;

v) "obstructive practice" is:

- deliberatelydestroying,falsifying,altering,orconcealingofevidencematerialtotheinvestigationor making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by GovernmentofKenyaintoallegationsofacorrupt,fraudulent,coercive,orcollusivepractice;and/or threatening,harassing,orintimidatinganypartytopreventitfromdisclosingitsknowledgeofmatters relevant to the investigation or from pursuing the investigation; or

- actsintendedtomateriallyimpedetheexerciseofthePPRA'sortheappointedauthority'sinspection andauditrightsprovidedforunderparagraph2.3e.below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers(applicants/proposers),Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

[1] *For the a voidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation,(i) applying for pre-qualification expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

TENDERER INFORMATION FORM

[The Tenderers hall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:..... *[insertdate(asday,monthandyear)ofTendersubmission]* ITT

No.....*[insert number of tendering process]*

Alternative No.....*[insert identification No if this is a Tender for an alternative]*

Page_____of_____pages

1. Tenderer's Name [*insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.7 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart and a list of Board of Directors.

FORM ELI - 1.1 (continued)

Tenderer Information Form

Date: *[insert day, month, year*]

ITT No. and title: *[insert ITT number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Tenderer's name			
2. 2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current health authority registration information:			
16. Proof of product and facility registrations with Kenya regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP)			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods: Date of last inspection:			
18. Quality Assurance Certification (Please include a copy of your latest certificate):			
19. Production capacity: *[insert peak and average production capacity over the last three years in units/day or units/month, etc.]*			
20. List of names and addresses of sources of raw material and what products they will be used in:			
21. Proof of raw material product and facility registrations with Kenya regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP):			

22. Raw materials tested prior to use:
23. Presence and characteristics of in-house quality control laboratory
24. Names and addresses of external quality control laboratories used:
25. Are all finished products tested and released by quality control prior to release for sale? Yes ____No ___, If not, why?
26. List control tests done during production? If so list.
27. Procedures for dealing with rejected batches:
28. List tests conducted after production and prior to release of product on market:
29. List product recalls linked to defects during the last 36 months. Include reason and date of recall.
30. Are technical documents available in: ***[Procuring Entity should insert language]*** Yes or No

TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date:..... *[insert date (as day, month and year) of Tender submission*]

ITT No.: ..... *[insert number of tendering process]* Alternative No.....*[insert*

identification No .if this is a Tender for an alternative] Page____of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT4.4 ☐ Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.13. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and not under the supervision of the Procuring Entity, in accordance with ITT4.7. 2. Included are the organizational chart and a list of Board of Directors.

FORM FIN – 3.1

FINANCIAL SITUATION AND PERFORMANCE

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

ITT No. and title: *[insert ITT number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous** _ *[insert number] years, [insert in words]* **(amount in currency, currency, exchange rate, USD equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

3. FINANCIAL DOCUMENTS

The Tenderer and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity(such as parent company or group member).

b) Be independently audited or certified in accordance with local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[4] for the *[number]* years required above; and complying with the requirements

[4] *If the most recent set of financial statements is for a period earlier than 12 months from the date of tendering, the reason for this should be justified.*

FORM FIN - 3.2

AVERAGE ANNUAL TURNOVER (ANNUAL SALES VALUE)

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

ITT No. and title: *[insert ITT number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data			
Year	**Amount** **Currency**	**Exchange rate**	**USD equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover *	

* Total USD equivalent for all years divided by the total number of years.

FORM CON-1
CURRENT CONTRACT COMMITMENTS / CONTRACTS IN PROGRESS FORM

1. Name of Contract(s)
2. Procuring Entity Contact Information *[insert address, telephone, fax, e-mail address]*
3. Value of outstanding contracts *[current US$ equivalent]*
4. Estimated delivery date
5. Average monthly invoices over the last six months (US$/mon.)

FORM - EXP - 1 - EXPERIENCE

Contracts over *[insert amount]* during the last three years:				
Procuring Entity	**Value**	**Year**	**Goods/Services Supplied**	**Country of Destination**

FORM - PER 1

HISTORICAL CONTRACT NON-PERFORMANCE, AND PENDING LITIGATION AND LITIGATION HISTORY

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: ..... *[insert full name]*

Date:..... *[insert day, month, year]*

Joint Venture Member Name:.....*[insert full name]*

ITT No. and title: .....*[insert ITT number and title]*

Page..... *[insert page number]* of .....*[insert total number]* pages.

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements

☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.

☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Qualification Criteria and Requirements, requirement 2.1

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements

☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3

☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and

Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Tenderer or any member of a joint venture.]*	*[insert amount]*

Price Schedule Forms

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column1of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements].*

PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE KENYA, TO BE IMPORTED

(Group C Tenders, goods to be imported)

Currencies in accordance with ITT 15

Date: _____
ITT No: _____

Alternative No: _____
Page N° of

1	2	3	4	5	6	7			8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price per item [6 x 8]	Local agent's commission as a % of CIP price included in quoted price	Shipment weight and volume	Name of Manufacturer	Cnty. Of origin	Pharma-copoeial standard
						[a] CIP named place of destination (specify one)	[b] Inland transp., insurance & other local costs incidental to delivery if specified	[c] Other incidental costs as defined in the SCC							

Total Tender Price:
Currency:
In figures:
In words:

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

In the capacity of: *[insert: **title or other appropriate designation**]*

PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE KENYA, ALREADY IMPORTED*

			(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15									Date: _____ ITT No: _____ Alternative No: _____ Page N° _____of _____					
1	2	3	4	5	6	7					8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices					Total Unit price [c+d+e]	Total price per line item [6x8]	Sales and other taxes payable per item if Contract is awarded	Name of manufacture-	Ctry. of origin	Pharma-copoeial standard
						[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c]=a-b Unit Price net of custom duties and import taxes	[d] Inland transp., insurance & other local costs incidental to delivery	[e] Other incident-al costs as defined in the SCC						
Note: (i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence.									Total Tender Price: _____ Currency: _____ In figures: _____ In words: _____								

Name of Tenderer [*insert complete name of Tenderer] Signature* of Tenderer *[signature of person signing the Tender] Date [insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

PRICE SCHEDULE: GOODS MANUFACTURED IN KENYA

KENYA						(Group A and B Tenders) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7			8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price	Sales and other taxes payable if contract is awarded	Name of manufacturer	Pharma-copoeial standard	Local input in the cost as % of ex-factory price in column 7[a]
						[a] Ex-factory Ex-warehouse Ex-showroom Off the shelf	[b] Inland transp., insurance & other local costs incidental to delivery	[c] Other incident-al costs as defined in the SCC						
									Total Tender Price: _____ Currency: _____ In figures: _____ In words: _____					

Name of Tenderer [*insert complete name of Tenderer] Signature* of Tenderer *[signature of person signing the Tender] Date [insert date]*

In the capacity of: *[insert: title or other appropriate designation]*

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary:_____

Request forTenders No:_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No. ("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the Framework Agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Framework Agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of under Request for Tenders No._____ ("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at.....(hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of ….....(Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

   then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date] *[Signature of the Guarantor]*

[Witness] *[Seal]*

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

[TheBiddershallcompletethisForminaccordancewiththeinstructionsindicated]

Date: .....*[insert date (as day, month and year) of Tender Submission]*

Tender No.....*[insert number of tendering process]*

To.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/ we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years]starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i)fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s),upon the earlier of:

   a) ourreceiptofacopyofyournotificationofthenameofthesuccessfulTenderer;or

   b) thirty days after the expiration of our Tender.

4. I / We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constitute d at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:……..…….....

Capacity / title (director or partner or sole proprietor, etc.) …….…….....…….

Name:…….....……..

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on…….....…. day of ..... *[Insert date of signing]*

Seal or stamp

MANUFACTURER'S AUTHORIZATION

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This Form of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:..... *[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of tendering process]*

AlternativeNo.....*[insertidentificationNoifthisisaTenderforanalternative]*

To..... *[insertcompletenameofProcuringEntity]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories*], do hereby authorize *[insert complete name of Tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us*[insert name and or brief description of the Goods]*,and to subsequently negotiate and sign the Contract.

We here by extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: ..... *[insert signature(s)of authorized representative(s) of the Manufacturer]*

Name:..... *[insert complete name(s)of authorized representative(s)of the*

Manufacturer] Title ..... *[insert title]*

Dated on_____day of_____, _____*[insert date of signing]*

SPECIMEN CERTIFICATE OF A PHARMACEUTICAL PRODUCT

Certificate of a Pharmaceutical Product[1]

This certificate conforms to the format recommended by the World Health Organization (general instructions and explanatory notes attached).

No. of certificate:.....

Exporting (certifying) country:.....

Importing (requesting) country: .....

1. Name and dosage form of product:

.....

Active ingredients[2] and amount(s) per unit dose.[3]

.....

.....

.....

For complete qualitative composition including excipients, see attached.[4]

Is this product licensed to be placed on the market for use in the exporting country[5] yes/no (key in as appropriate)

Is this product actually on the market in the exporting country? yes/no/unknown (key in as appropriate) If the answer to 1.2 is yes, continue with section 2A and omit section 2B. If the answer to 1.2 is no, omit section 2A and continue with section 2B.[6]

2A.1 Number of product license[7] and date of issue:

.....

2A.2 Product-license holder*(name and address)*:

.....

.....

.....

2A.3 Status of product-license holder:[8] a/b/c (key in appropriate category as defined in note 8)
2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage for mare:[9] 2A.4 Is Summary Basis of Approval appended[10] yes/no (key in as appropriate)
2A.5 Is the attached, officially approved product information complete and consonant with the license[11] yes/no/not provided (key in as appropriate)

2A.6 Applicant for certificate, if different from license holder (name and

address):[12] 2B.1 Applicant for certificate(name and address):

2B.2 Status of applicant: a/b/c (key in appropriate category as defined in note 8)

2B.2.1 For categories band c the name and address of the manufacturer producing the dosage for mare:[9]

.....

.....

.....

2B.3 Why is marketing authorization lacking?

Not required/not requested/under consideration/ refused (key in as

appropriate) 2B.4 Remarks:[13]

3. Does the certifying authority arrange for period inspection of the manufacturing plant in which the dosage form is produced?

Yes /no/ not applicable[14] (key in as

appropriate) If no or not applicable proceed

to question[4].

Periodicity of routine inspections(years):

Has the manufacture of this type of dosage form been

inspected? yes/no(key in as appropriate)

Do the facilities and operations conform to GMP as recommended by the World Health

Organization[15]yes/no/notapplicable16(key in as appropriate)

4. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product?[11]

yes/no(key in as

appropriate) If no, explain:

.....

.....

.....

Address of certifying authority:

Telephone number:.....Fax number:.....

Name of authorized person:

.....

Signature:

.....

Stamp and date:

.....

General instructions

Please refer to the guidelines for full instructions on how to complete this form and information on the implementation of the Scheme.

The forms are suitable for generation by computer. They should always be submitted as hard copy, with responses printed in type rather than handwritten.

Additional sheets should be appended, as necessary, to accommodate remarks and explanations.

Explanatory notes

1 *This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.*

[2]*Use whenever possible international nonproprietary names (INNs) or national nonproprietary names*

.[3]*The formula (complete composition) of the dosage form should be given on the certificate or be appended*

.[4]*Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder*

.[5]*When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.* [6]*Sections 2A and 2B are mutually exclusive.*

[7]*Indicate, when applicable, if the license is provisional or if the product has not yet been approved.*

[8]*Specify whether the person responsible for placing the product on the market:*

a) *Manufactures the dosage form;*
b) *Packages and/or labels a dosage form manufactured by an independent company; or*
c) *Is involved in none of the above.*

[9]*This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. Non completion of this Section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.*

[10]*This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.* [11]*This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).*

[12]*In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.*

[13]*Please indicate the reason that the applicant has provided for not requesting registration:*

a) *The product has been developed exclusively for the treatment of conditions-particularly tropical diseases-not endemic in the country of export.*
b) *The product has been reformulated with a view to improving its stability under tropical conditions.*
c) *The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.*
d) *Theproducthasbeenreformulatedtomeetadifferentmaximumdosagelimitforanactiveingredient.*
e) *Any other reason, please specify.*

[14]*Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.*

[15]*The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No.823,1992, Annex1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No.822,1992, Annex1).*

[16]*This section is to be completed when the product-license holder or applicant conforms to status(b) or(c) as described in note7above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.*

PART 2 – SUPPLY REQUIREMENTS

SECTION VII - SCHEDULE OF REQUIREMENTS

CONTENTS

LOT 1

LCG/A02/2025/2026/2027/2028 SUPPLY OF DRESSING AND OTHER NON PHARMACEUTICALS			
S/NO	ITEM DESCRIPTION	UNIT	PRICE
1	Industrial gloves (Rubber)	PCS	
2	Air freshener 350 ml	PCS	
3	Airways (tracheal)	PCS	
4	Autoclaving tapes	ROLL	
5	Bacterial Filters	PCS	
6	Blood giving sets with filter	PCS	
7	Blood solusets	PCS	
8	Bp machine digital	PCS	
9	Broom hard Nylon with handle	PCS	
10	Broom soft Nylon with handle	PCS	
11	Canvas overall (for incerator	PCS	
12	Catgut chronic No.2/0 RBN 40mm	DOZ	
13	Catgut chronic No.2RBN 40mm	DOZ	
14	Catgut No. 1 Round	DOZ	
15	Catgut No. 1Cutting	DOZ	
16	Catheters size 12	PCS	
17	Catheters size 14	PCS	
18	Catheters size 16	PCS	
19	Catheters size 18	PCS	
20	Caustic	KG	
21	Cervical collar adult	PCS	

22	Cervical collar paediatric	PCS	
23	Chest drainage tubes size 24	PCS	
24	Chest drainage tubes size 28	PCS	
25	Chest tube size 20	PCS	
26	Chest tubes (Adult)	No	
27	Cidex solution	Jar	
28	Clinical Thermometers Mercury	Pcs	
29	Clinical Thermometers Mercury	pcs	
30	Cloth green for Autoclaving	Mtr	
31	Cobweb remover with handle	pcs	
32	Colour	Kg	
33	Condom Catheter adult	Pcs	
34	Condom Catheter Paed	PCS	
35	Cotton bandages	DOZ	
36	Cotton wool 1kg	ROLL	
37	Cotton Wool 400gms	ROLL	
38	Cotton wool 500g	ROLL	
39	Cotton Wool 200g	ROLL	
40	Cotton Wool 750gms	ROLL	
41	Crepe Bandages 4"	ROLL	
42	Crepe Bandages 6"	ROLL	
43	Dental Needles x100	PCS	
44	Dispensing Bottle	PCS	
45	Doom powder 250gms	pcs	
46	Doom spray 267gm/450ml	pcs	
47	E.C.G. Leads	pkts	
48	Elastoplasts	Pkts	
49	Endotracheal Tubes cuffed size 5.5 to 7.5	Pcs	
50	Endotracheal Tubes Non cuffed size 2 to 5	pcs	
51	Envelopes paper medicines	pack	
52	Feeding tubes size 10	pcs	
53	Feeding tubes size 14	pcs	
54	Feeding tubes size 16	pcs	
55	Feeding tubes size 4	pcs	
56	Feeding tubes size 6,	pcs	
57	Feeding tubes size 8	pcs	
58	Feeding tubes size12	pcs	
59	Formalin 40%	ltr	
60	Formalin Solution/LTR	ltr	
61	Gauze Roll 1.5Kgs	ROLL	
62	Gauze Roll 750gms	ROLL	
63	Gloves latex non-sterile(clean) size 7-8	Pkts	
64	Gumboots (Heavy duty)	pcs	
65	Gynaecology gloves size 7.5	pairs	
66	Gynaecology gloves size 8	pairs	
67	Hand Rub	Bottles	
68	Hand scrapping brush	pcs	
69	Harpic Lavatory cleaner 1ltr	pcs	
70	Harpic Lavatory cleaner 500ml	pcs	

71	Heat resistance Gloves	pair	
72	Helmets	Pcs	
73	Hose pipe 1/2 inch 120 mtrs	pcs	
74	Hose pipe 3/4 inch 100mtrs	pcs	
75	I.V cannula ordinary G18	pcs	
76	I.V cannula Ordinary G22	pcs	
77	I.V Cannula Ordinary G24	pcs	
78	I.V giving sets G21needle	pcs	
79	I.V.Cannula Ordinary G20	pcs	
80	Industrial gloves	pair	
81	Industrial Salt	kg	
82	Insulin Syringes G29	pcs	
83	Jik bleach regular 5 litres	tin	
84	Kerol concentrated	tin	
85	Kitchen roll tissue	pcs	
86	K-Y-Jelly	tube	
87	Labels for dispening-for oral products self-adhesive x 200	pkts	
88	Labels for dispensing-for oral products	pack	
89	Large soaking basin	pcs	
90	Lysol 5ltrs	tin	
91	M.V.A Kit	kit	
92	Macintosh green 50m	roll	
93	Malacca rods	pcs	
94	Masks chemical respiratory	pcs	
95	Mops bucket	pcs	
96	Mops with handle	pcs	
97	Mucous extractors	pcs	
98	Nasal prongs	pcs	
99	Needles 1/2"	Pkts	
100	Needles 2"	pkts	
101	Non-rebreath masks Adult	pcs	
102	Non-rebreath masks Peads	pcs	
103	Nylon Sutures No.1, No.2, No.2/0, No.3/0 Cutting	Doz	
104	Nylon Sutures No.1, No.2, No.2/0, No.3/0 Round Body	Doz	
105	Pampers Maxi 32pcs	pcs	
106	Pampers Maxi 64pcs	pcs	
107	Pampers Maxi 8pcs	pcs	
108	Pampers Midi 36pcs	pcs	
109	Pampers Midi 64pcs	pcs	
110	Pampers Midi 9pcs	pcs	
111	Pampers Mini 10pcs	pcs	
112	Pampers Mini 40pcs	pcs	
113	Particulate respirators	pcs	
114	Pedal bin metallic 20 ltr	pcs	
115	pedal bin plastic 20 ltr	pcs	
116	Perfume	100ml	
117	Plaster of paris 6"(15cm)	Doz	
118	Plaster of paris 8"(20cm)	Doz	
119	Plastic bucket with lid 10 ltr	pcs	

120	Plastic bucket with lid 20 ltr	pcs	
121	Plastic bucket with lid 60 ltr	pcs	
122	Polythene bin liners 150 gauge 24" x 30"	pcs	
123	Polythene bin liners 150 gauge 24" x 36"	pcs	
124	Polythene bin liners 150 gauge 30" x 36"	pcs	
125	Polythene bin liners 150G 30"x36"	pcs	
126	Polythene bin liners 24" x 30"	pcs	
127	Polythene bin liners 24" x 36"	pcs	
128	polythene bin linner 120 gauge 24"*30'	pcs	
129	Polythene bin linner 120 gauge 24"*36"	pcs	
130	Polythene bin linner 120 gauge30"*36"	pcs	
131	Probes	pcs	
132	Resuscitators Adult and Peads	pcs	
133	Safety goggles	pcs	
134	Salt	kg	
135	Scalp vein needles G 21	pkts	
136	Scalp vein Needles G23	pkts	
137	Serviettes	pcs	
138	Silk sutures No.1, No.2, No.2/0, No.3/0 Cutting	Doz	
139	Silk sutures No.1, No.2, No.2/0, No.3/0 Round Body	Doz	
140	Sisal twine 2kg	pcs	
141	Skin grafting knives	pcs	
142	Skin Traction Kit Adult	pcs	
143	Skin Traction Kit Paediatric	kit	
144	Sofra tulle	kit	
145	Solusets I.V	sets	
146	Spatula wooden blade	100	
147	Spinal needles G 22(0.75x90mm)	pcs	
148	Spinal needles G 25	pcs	
149	Spinal needles G 25(0.75X90MM)	pcs	
150	Squeezers with handle	sets	
151	Standard metallic dust bin with lid 60 ltr	pcs	
152	Standard plastic dust bin with lid 60 ltr	pcs	
153	Steel wool 750gms	pcs	
154	Sterilization Pouches Large	pack	
155	Sterilization Pouches Small	pack	
156	Strapping DH 4"	rolls	
157	Suction Catheter size 16	pcs	
158	Suction Catheter size 18	pcs	
159	Suction Catheter size 20	pcs	
160	Sunction Catheter size 10	pcs	
161	Sunction Catheter size 12	pcs	
162	Sunction catheter size 4	pcs	
163	Sunction catheter size 6	pcs	
164	Sunction catheter size 8	pcs	
165	Super brite	pcs	
166	Surgical blades size 15 on handle	pkts	
167	Surgical blades size 23"	pkts	
168	Surgical face masks	pack	

169	Surgical Gloves size 7.5	pairs	
170	Surgical Gloves size 8	pairs	
171	Syringes 10cc	100	
172	Syringes 20cc	100	
173	Syringes with needles 2cc gauge 21	100	
174	Syringes with needles 2cc gauge 25	100	
175	Syringes with needls 5cc	100	
176	Theatre caps	pack	
177	Theatre face masks (disposable)	boxes	
178	Thermometers Digital	pcs	
179	Toilet Paper 40pcs	pcs	
180	Toilet scrapping brush	pcs	
181	Ufacid	kg	
182	Umblical cord clamps	pcs	
183	Under water bottles	nos	
184	Ungarol	kg	
185	Urine Bags with outlet 2ltr	pcs	
186	Vicryl 10/0	Doz	
187	Vicryl 9/0	Doz	
188	Vicryl No.1 RBN 30mm	Doz	
189	Vicryl No.2 RBN 30mm	Doz	
190	Vicryl No.2/0 RBN	Doz	
191	Vicryl No.3/0 RBN 30mm	Doz	
192	Vim Powder 1kg	Doz	
193	Vim Powder 500gms	pcs	
194	Waste disposal buckets 20Ltrs	pcs	
	PUBLIC HEALTH		
S/NO	**ITEM DESCRIPTION**	**UNIT**	
1	Potassium Permanganate	KGS	
2	Alphacypertnethrin 10%	SACHETS	
3	Lambdacyhalothrin		
4	Monox CI-FCM insecticide		
5	Methanol Rapid test kit	no	
6	Aflatoxin Rapid test Kit	no	
7	Calcium Hypochlorite 65%	45kg	
8	Chlorine tablets	pack	
9	Chlorine Liqiud	SACHETS	
10	Chlorine Powder 4gm Satchet	SACHETS	
11	Propoxyr E C 20%	Pcs	
12	Chlorine Liquid	pcs	
13	Chlorine Powder 4gm	pcs	
14	Deltamethrin 2.5% E C	ltr	
15	0.2 Diethylamine 0.6 Methylpyrimidine Dimethylphosphrotiomate	pcs	
16	Carbaryl 75%	pcs	
17	Rodenticide Temephoso 50%	piece	
18	Food sampling Bags	piece	

19	Food sampling Bottles	bottle	
20	Lovibond Comparator	piece	
21	Overalls with hood	piece	
22	Goggles(Safety)	piece	
23	Respirator	piece	
24	Rubber Boots	piece	
25	Spray Metallic Pumps	no	
26	Industrial gloves	pair	
27	Head Gear	no	
28	Bacteriological Water Test kit	kit	
29	Collert Household Water Testing Kit	kit	
30	Water Sampling Bottles	bottle	
31	DPD Tablets I ,II, III		
NON-PHARMS			
1	FACE MASK N.95	PCS	
2	HAND SANITIZERS 500MJ	500ML	
3	HAND RUB 500ML	500ML	
4	CLEAN GLOVES	50PCS	
5	SURGICAL GLOVES	SET	
6	PERSONAL PROTECTIVE EQUIPMENT SET(PPE)	SET	
7	JIK	5LTRS	
8	SURGICAL FACE MASKS 3PLY	50PCS	
9	GOOGLES	PCS	
10	PLY SURGICAL FACE MASK	50PCS	
11	SURGICAL SPIRIT	5LTRS	
12	LIQUID SOAP 20LTRS	20LTRS	
13	HOSPITAL BEDS	PCS	
14	ICU ELECTRUC BEDS	PCS	
15	PATIENTS MONITORS	PCS	
16	PATIENTS VENTILATORS	PCS	
17	OXYGEN CONCENTRATIONS	PCS	
18	INFUSION PUMP	PCS	
19	SYRINGE DRIVES	PCS	
20	BEDSIDE LOCKERS	PCS	
21	INFUSION STAND	PCS	
22	OVER BED STANDS FEEDING TRAY	PCS	
23	PARAMETERS PATIENT MONITOR	PCS	
24	PATIENT SCREEN	PCS	
25	BODY DISPOSAL BAGS	PCS	
26	NON CONTACT THERMOMETER	PCS	
	TOTAL		
	LOT 2		
LCG/A03/2025/2026/2027/2028. SUPPLY AND DELIVERY OF MEDICAL DRUGS			
S/NO	ITEM DESCRIPTION	UNIT	PRICES
1	Aceclofenac 100Mg	100's	
2	Acetic Acid Solution	700ml	
3	Activated Charcoal	100's	
4	Acyclovir 400Mg Tabs.	100's	

5	Acyclovir Eye Drops	5ml	
6	Acyclovir Eye Ointment.	tube	
7	Acyclovir Inj	ampoule	
8	Adrenaline Inj 1Mg/Ml	ampoule	
9	Advantec Tabs.	30's	
10	Aerius 5Mg	30's	
11	Aeriussyrup	150ML	
12	Albendazole Tabs 400Mg	500'S	
13	Alendronate 70Mg	10'S	
14	Allergo 120Mg(Fexofenadine)	10'S	
15	Alprazolam 0.50Mg	30's	
16	Amethocaine 0.5% Eye Drops	15ML	
17	Amikacim Inj.	VIAL	
18	Aminophyline Inj 25Mg/M; (10Ml)	AMPOULE	
19	Aminosidine 250Mg	20'S	
20	Aminosidinesyrup	60ML	
21	Amiodarone 200Mg	30'S	
22	Amitryptiline 25Mg Tabs	1000`S	
23	Amlodipine Tabs 10Mg	30's	
24	Amlodipine Tabs 5Mg	30's	
25	Amocycillin/Clav. 625Mg	70ml	
26	Amox/Clav.Acid Susp 228Mg/5Ml	20'S	
27	Amoxicillin Peads Tab	10's	
28	Amoxy/Clavul.Acid 375Mg	10's	
29	Amoxycillin Caps 250	1000's	
30	Amoxycillin Caps 500	500's	
31	Amoxycillin Susp 125Mg/5Ml (100Ml)	10's	
32	Amp/Cloxa Syp. 250Mg/5Ml 100Ml	10's	
33	Ampicilin/Clox Caps 500Mg	100's	
34	Ampicillin/Cloxacillin Neonatal Drops	10ml	
35	Ant- Snake Venom	100ml	
36	Antacid Gel 180Ml (Relcer)	VIAL	
37	Ant-D Rho(D) Immune Globulin	180ml	
38	Anti-Haemor. Cream/Oint. 15Gm	VIAL	
39	Antinal Caps.	12's	
40	Ant-Rabies	VIAL	
41	Anusol Cream	Tube	
42	Anusol Suppositories	10's	
43	Appevit Syr 200Ml	200ml	
44	Apresin	30's	
45	Ascoril 100Ml	Jar	
46	Ascoril D 100Ml	100ml	
47	Asomex Tabs 2.5Mg	100ml	
48	Asomex Tabs 5Mg	30's	
49	Asp. Cardiac Tabs 75Mg	30's	
50	Atecard-50Mg	30's	
51	Atecard-D Tabs 50Mg	100's	
52	Atenolol 100Mg	100's	
53	Atenolol 50Mg	1000's	

54	Atenolol 50Mg	1000's	
55	Atracurium Besilate 10Mg/Ml 2.5Ml	28's	
56	Atracurium Besilate 10Mg/Ml 5Ml	Ampoule	
57	Atropine 1% Eye Drops	Ampoule	
58	Atropine Inj	5ml	
59	Avamys Nasal Spray 120Doses	AMPOULE	
60	Avastatin 10Mg (Atorvastatin)	1's	
61	Avastatin 20Mg (Atorvastatin)	30's	
62	Azithromycin Syr	30's	
63	Azithromycin Tabs.500Mg	15ml	
64	Bactacef	3's	
65	Beclomethasone 200D Inhaler		
66	Benzathine Penicillin Inj. 2.4M.U	1G Vial	
67	Benzhexol Hcl Tabs 5Mg	1's	
68	Benzoic Acid+Salicylic Acid Oint	Vial	
69	Benzyl Benzoate	100's	
70	Benzyl Penicillin 5Mu	Tube	
71	Benzyl Penicillin Imu	100ml	
72	Betadin Cream	VIAL	
73	Betadine Mouthwash	VIAL	
74	Betamethasone Cream	Tube	
75	Betamethasone E/E Drops 5Ml	1 lt	
76	Betapyn	Bottle	
77	Bonnisan Syrup	Tube	
78	Brinerdin Tabs.	1's	
79	Bronkof Cough Syrup	18's	
80	Brustan Tabs.	30's	
81	Budecort Inhaler 200 Doses	1's	
82	Bupivacaine In Dextrose	30's	
83	Bupivacaine Plain 10Mls	100ml	
84	Caffeine Citrate Inj	30's	
85	Calamine Lotion 15% 100Ml	1's	
86	Calcimax Capsules	Ampoule	
87	Calcimax Syrup	VIAL	
88	Calcium Gluconate Inj.	Ampoule	
89	Calcium Sandoz	1's	
90	Candesartan Cilexetil+Hydrochlothiazide (16Mg+12.5Mg) Tabs	30's	
91	Candid Powder (Clotrimazole)	1's	
92	Captopril + Hctz 50/25 Mg	Ampoule	
93	Captopril Tablet 25Mg	10's	
94	Carbamazepine Tabs 200Mg	30's	
95	Carbimazole Tabs 5Mg	1's	
96	Cartil Forte Tabs	100's	
97	Carvedilol 12.5Mg	100's	
98	Carvedilol 25Mg	100's	
99	Carvedilol Tabs 6.25Mg	100's	
100	Cefadroxil 125Ng Syr	30's	
101	Cefadroxil 500Mg Caps	30's	
102	Cefoxitime 1G Inj	30's	

103	Ceftazidime 1G	30's	
104	Ceftazidime 1G Inj (Generic)	100ml	
105	Ceftriaxone Inj 1G	10's	
106	Ceftriaxone Inj 250Mg	Vial	
107	Cefuroxime Syr 125Mg	Vial	
108	Cefuroxime Syr 250Mg	Vial	
109	Cefuroxime Tabs 250Mg	Vial	
110	Cefuroxime Tabs 500Mg	Vial	
111	Celestamine Tabs	100ml	
112	Cephalexin Caps 250Mg	100ml	
113	Cephalexin Caps 500Mg	10's	
114	Cephalexin Susp 125Mg/Ml 100Ml	10's	
115	Ceprolen Eye Drops	30's	
116	Ceprolen-D Eye Drops	100's	
117	Cerumol Ear Drops (Wax Softener)	100's	
118	Cetrimide+Chlorhexidine Gluconate	100ml	
119	Cetrizine 10Mg Tabs	1's	
120	Cetrizine Syrup 5Mg/5Ml 60Ml	1's	
121	Chlopheniramine Malate 2Mg/5Ml Syrup 30Ml	1's	
122	Chlopheniramine Malate 2Mg/5Ml Syrup 5Lt	5lt	
123	Chlopheniramine Malate 4Mg Tabs.	100's	
124	Chlopheniramine Malate Inj.	1's	
125	Chlopromazine Hcl Tabs 100Mg	1's	
126	Chloramphenicol 0.5% Eye Drops	5lt	
127	Chloramphenicol Ear Drops	1000's	
128	Chloramphenicol Inj. 1G	Ampoule	
129	Chlorhexidine Gluconate 4% Soln	1's	
130	Chlorhexidine Gluconate 4% Soln	1's	
131	Chlorhexidine Gluconate Soln	vial	
132	Chlorpromazine Hcl Inj 50Mg/2Ml	5 litter	
133	Cidex (Gluteraldehyde Solution)	tube	
134	Cifexime 200Mg	5lt	
135	Cifexime 400Mg	Ampoule	
136	Cinoplus Suppository (For Hemorroid)	1000's	
137	Ciprocent Eye Ointment 5G	5lt	
138	Ciprofloxacin 250Mg	5lt	
139	Ciprofloxacin Tabs 500Mg	10's	
140	Ciproken Eye Drops	10's	
141	Citrosoda 120G	10's	
142	Clarithromycin 500Mg	tube	
143	Clarithromycin Syr	1000's	
144	Clindermycin 300Mg	100ml	
145	Clobetasone Cream	100's	
146	Clopilet Tabs 75Mg-Sun	1's	
147	Clotrim B(Clotrimazole + Betamethasone)	1's	
148	Clotrimazole Cream 15 Gms	1's	
149	Clotrimazole Oral Paint 1% 15Ml	10's	
150	Clotrimazole. Cream 1% 20Gm Tube	Bottle	
151	Clotrmazole Pessaries 100Mg	100's	

152	Combigan Eye Drop 5Ml	tube	
153	Coscof C 100Ml	30's	
154	Cox B 200Mg((Celecoxib)	tube	
155	Crepe Bandages 3”	tube	
156	Crepe Bandages 4"	1's	
157	Crepe Bandages 6"	pack	
158	Crotamitine 1% Oint	1's	
159	Cyclopam Tabs	1's	
160	Cyclopentolate 1% Eye Drops	1000's	
161	Cypon Syr 200Ml	50ml	
162	Daflon Tabs	30's	
163	Darrows 1/2 Strength Soln (500Ml)	12's	
164	Decomit Nasal Spray	12's	
165	Deep Heat 35G	12's	
166	Deep Heat Spray 150Ml	tube	
167	Dental Cartridges 1.8Ml	100's	
168	Depo-Medro 80Mg	1's	
169	Depo-Pred 40Mg/Ml	1's	
170	Dexa Genta Eye Drops		
171	Dexamethasone 0.1% Eye Drops	30's	
172	Dexamethasone Inj.	1's	
173	Dexapos Eye Drops	1's	
174	Dexatrol Drops	tube	
175	Dextracin Eye Drops 5Ml	1's	
176	Dextran 70% Inj In Saline		
177	Dextrose 10% Inj	1's	
178	Dextrose 5% Inj.	1's	
179	Dextrose 50% Inj.	1's	
180	Diamox Tabs	1's	
181	Diazepam 5Mg Tabs.	1's	
182	Diazepam Inj.	Ampoule	
183	Diclofenac 100Mg	1's	
184	Diclofenac 50Mg	1's	
185	Diclofenac Gel 1% 15Gm	1's	
186	Diclofenac Inj 75Mg/3Ml	500ml	
187	Diclofenac Tabs 50Mg	500ml	
188	Diclogenta Eye Drops	500ml	
189	Diclon Eye Drops	100ml	
190	Dicyclom/Simethic Drops 30Ml	100's	
191	Digoxin 0.125Mg	1000's	
192	Digoxin 0.25Mg Tabs	Ampoule	
193	Digoxin Syr	tube	
194	Digoxin Tabs 0.25Mg	Ampoule	
195	Diprofos Inj 5Mg/Im /Iv	1's	
196	Diprosalic Oint.30Gms	1's	
197	Dispensing Bottle	1's	
198	Dispensing Envelopes Ziplock	100's	
199	Dobesil 500Mg Tabs	500's	
200	Docbactam 1.5G	1's	

201	Doloact Mr (Diclof/Potta)	100's	
202	Domperidone (Domstal) 10Mg	1000's	
203	Domstal Suspension 30Ml	vial	
204	Doxycycline Caps 100Mg	tube	
205	Dr.Toux Cough Syrup	pieces	
206	Duofilm 15Ml	1000's	
207	Dyrade M Ds	15's	
208	Dyrade M Tablets	30's	
209	Dyred M Suspension 100Ml	1's	
210	Earklin Drops	1's	
211	Ebastel 10Mg(Ebastine)	10's	
212	Ebastel Syrup(Ebastine)	1's	
213	Enalapril Tablets 20Mg	100's	
214	Enalapril Tabs 10Mg	100's	
215	Enalapril Tabs. 5Mg	1000's	
216	Enalapril Tabs.5Mg	100's	
217	Enemax Enema	1's	
218	Enoxaparin (Clexane Injection 20Mg)	1's	
219	Entamax Caps	30's	
220	Entamax Syrup 100Ml	1's	
221	Enzymatic Solution	5lts	
222	Ephedrine 30Mg/Ml Inj.	Ampoule	
223	Epilim 200Mg	100's	
224	Epilim Syrup 300Ml	1's	
225	Ergometrine Injection	Ampoule	
226	Erythromycin Susp 125Mg/5Ml	100ml	
227	Erythromycin Tabs 250Mg	1000's	
228	Erythromycin Tabs 500Mg	100's	
229	Esokit	kit	
230	Esomeprazole 40Mg Inj.	vial	
231	Esomeprazole Tabs 20Mg	30's	
232	Esomeprazole Tabs 40Mg	30's	
233	Farm Liniment	1lt	
234	Farm Liniment	tube	
235	Fastam Gel	Ampoule	
236	Fentanyl Injection	Ampoule	
237	Ferrous Sulphate Tabs 200Mg	1000's	
238	Ferrous Sulphate Tabs 60Mg/Folic Acid 400Mcg	1000's	
239	Flatameal-Ds Suspension.	10's	
240	Flatameal-Ds Tablet	1's	
241	Fleming 228Mg Syp	pack	
242	Fleming 625Mg	10's	
243	Flouresceine Eye Drops	1's	
244	Flouresceine Strips 20%	pack	
245	Flucloxacillin 250Mg	1000's	
246	Flucloxacillin 250Mg Caps	100's	
247	Flucloxacillin 250Mg Inj	vial	
248	Flucloxacillin Cap 500Mg.	100's	
249	Fluconazole 150Mg Caps	1's	

250	Fluconazole 200Mg Caps	100's	
251	Fluconazole Syrup	1's	
252	Fluconazole Tabs 50Mg	100's	
253	Fluoromethalone Eye Drops.	1's	
254	Fluoxetine 20Mg Caps.	100's	
255	Fluphenazine Decanoate	Ampoule	
256	Folic Acid Tabs 5Mg	1000's	
257	Foralin Inhaler	100's	
258	Frusemide Inj 20Mg/2Ml	1's	
259	Frusemide Tabs 40Mg	Ampoule	
260	Fusi-Zon Cream	1000's	
261	Gabanerve Tabs	30's	
262	Gabapentine Tabs 300Mg	30's	
263	Gemcal Tabs	30's	
264	Gemer 1 (Glimepiride/Metformin)	30's	
265	Gemer 2 (Glimepiride/Metformin)	30's	
266	Gentamycin Inj 80Mg/2Ml	Ampoule	
267	Gentamycine Eye/Ear Drops 0.3% 5Ml	1's	
268	Glibenclamide 5Mg	1000's	
269	Glibenclamide 5Mg	112's	
270	Gliclazide 30Mg	30's	
271	Gliclazide 60Mg	30's	
272	Glycerine	5lt	
273	Griseofulnin 250Mg	1000's	
274	Griseofulvin 250Mg	100's	
275	Griseofulvin 500Mg	100's	
276	Guava Cough Syrup	vial	
277	Haemaccel	100's	
278	Halothane 259Mg	1's	
279	Hartmans Solution (500Ml)	250ml	
280	Heparin 5000 Iu/Ml	tube	
281	Heparin Gel (Lotion)	5lt	
282	Hibitane Solution	Ampoule	
283	Hydralazine Inj 20Mg/Ml	100's	
284	Hydralazine Tabs 25Mg	1000's	
285	Hydrochlorothiazide 50Mg	100's	
286	Hydrochlorothiazide 50Mg (Hctz)	1's	
287	Hydrocortisone 1% Eye Drops 5Ml	vial	
288	Hydrocortisone Inj. 100Mg Vl	tube	
289	Hydrogen Peroxide	5lt	
290	Hydroxychloroqquine 200Mg	30's	
291	Hypertonic Saline-500 ml bottel	PCS	
292	Hyponidd	30's	
293	Ibugesic Suspension	60ml	
294	Ibuprofen Susp 100Mg/5Ml	100ml	
295	Ibuprofen Tabs 200Mg	1000's	
296	Iburporen Tabs 400Mg	500's	
297	Indomethacine	1000's	
298	Insulin Biphasic 30/70 100Iu/Ml	1's	

299	Iodohydrocort-S	tube	
300	Irbetan-H Tabs	30's	
301	Irovel 300Mg	30's	
302	Irovel H. Tabs 150Mg/12.5	30's	
303	Isoflurane Solution	1's	
304	Kenrub Hand Sanitiser	500ml	
305	Kenrub Hand Sanitiser	50ml	
306	Ketamine Inj.	vial	
307	Ketoconazole Tab 200Mg	30's	
308	Ketorolac Eye Drops	1's	
309	Klenzit C 15G	tube	
310	Klenzit Gel	tube	
311	K-Y Lubricating Jelley	30g	
312	Labetalol Iv	vial	
313	Lactodel (Bromocriptin)	30's	
314	Lactulose Syrup 100Ml	1's	
315	Lamitor Tabs	30's	
316	Lantus Insulin	3ml	
317	Levamisole Syr	15ml	
318	Levocetrizine 5Mg Tab	10's	
319	Levocetrizine Syrup	75ml	
320	Levothroxine Sodium Tabs 0.1Mg	100's	
321	Lexotanil 1.5Mg Tabs	30's	
322	Lidocaine Hcl 2% Dental Cartidge With Adrenaline	vial	
323	Lidocaine Inj 2%/30Ml	vial	
324	Lignocaine + Adrenaline 10Ml Bottle	100's	
325	Lincomyclin 500Mg	100's	
326	Liquid Paraffin 100Ml	1's	
327	Liquid Paraffin Nasal Drops	1's	
328	Loperamide Capsules	10's	
329	Losartan 50+Amlodipine 5Mg	30's	
330	Losartan Potassium+Hctz 12.5Mg	30's	
331	Losartan Tablets 50Mg	30's	
332	Losartan/Hydr.50/25Mg Tbs	30's	
333	Lugoles Iodine Solution	500ml bottle	
334	Lysol (Cresol Bp)	30's	
335	M2 Tone	30's	
336	Magnesium Suplate Inj 50%	Ampoule	
337	Magnesium Trisilicate Tabs	1's	
338	Mannitol (Osmosteril 20W/V 500Ml)	1's	
339	Maxitrol Eye Drops	1's	
340	Mebendazole 100Mg	100's	
341	Meloxicam Tablets 7.5Mg	100's	
342	Meloxicum 15Mg	10's	
343	Menofos 70Mg	10's	
344	Meropenem Inj. 1G	vial	
345	Meropenem Inj. 500Mg	vial	
346	Metformin 1G Sr	100's	
347	Metformin 500Mg	1000's	

348	Metformin + Glimbeclamide	30's	
349	Metformin Tabs 500Mg	100's	
350	Metformin Tabs 850Mg	100's	
351	Methotrexate 2.5Mg	100's	
352	Methylated Spirit	5lt	
353	Methylcellulose 2% Eye Drops	1's	
354	Methyldopa 250Mg	100's	
355	Methyldopa 250Mg	1000's	
356	Metoclopramide 10Mg Tab	1000's	
357	Metoclopramide Inj. 10Mg/2Ml	Ampoule	
358	Metronidazole 200Mg Tabs.	1000's	
359	Metronidazole Cream	PCS	
360	Metronidazole I.V. Infusion 500Mg/100Ml	1's	
361	Metronidazole Suspension 200Mg/5Ml.	100ml	
362	Midazolam 15Mg/3Ml I.M/I.V	Ampoule	
363	Midazolam 1Ml	Ampoule	
364	Minipress 1Mg/5Mg	30's	
365	Misoprostol 200Cgm Tabs	60's	
366	Monteallergy	20's	
367	Montigate 10Mg Tabs	14's	
368	Morphine Inj.	Ampoule	
369	Morphine Powder	100g	
370	Morphine Soln	100ml	
371	Mucosolvan Syrup 100Ml	1's	
372	Multivitamin Syr	5lt	
373	Multivitamin Syr	100ml	
374	Multi-Vitamin Tabs	1000's	
375	Mycophenolate 720Mg	tube	
376	Myolgin Caps	10's	
377	Nalidixic Acid 500Mg	100's	
378	Naloxone 0.4Mg-1	10's	
379	Natrilix 1.5Mg Syr	30's	
380	Natural Tears	1's	
381	Nebilet Tabs 5Mg.	30's	
382	Nebivolol 5Mg (Generic)	30's	
383	Neostigmine Methylsulphate Inj. 5Mg/Ml	Ampoule	
384	Neurobion Plus Tabs	20's	
385	Neurocare Forte Tabs	100's	
386	Neurocare Tabs		
387	Nifedipine Tabs 20Mg	1000's	
388	Nifedipine. Retard. Tab 20Mg	100's	
389	Nitrofurantoine Tabs	100's	
390	Nogluc 5Mg	112's	
391	Normal Saline	500ml	
392	Normal Saline Nasal Drops 10Ml	1's	
393	Nosic Tablets	20's	
394	Nutrivita Caps	30's	
395	Nutrivita Syr 200Ml	30's	
396	Oflodex 200	1's	

397	Oflodex 400Mg	10's	
398	Oflodex Eye Drops	10's	
399	Omeprazole Caps 20Mg	100's	
400	Ondansetron (Kytril) Inj.	Ampoule	
401	Onidazole	10's	
402	Osteocal Tabs	30's	
403	Osteocare Tabs	30's	
404	Osteocerin Tabs	10's	
405	Otorex Ear Drops	1's	
406	Ovacare	30's	
407	Oxecone-S (Ds Antacid Suspension)	1's	
408	Oxybral Sr Capsules	10's	
409	Oxymetazoline Nasal Drops (Nasivion 0.025%)	1's	
410	Oxymetazoline Nasal Drops (Nasivion 0.05%)	1's	
411	Oxytoxin Inj 5Iu	Ampoule	
412	Pabrinex I &Ii Inj.	Ampoule	
413	Pancuronium Bromide Inj	Ampoule	
414	Pantoprazole 40Mg	30's	
415	Paracetamol 500Mg Tablet	1000's	
416	Paracetamol Inj. 150Mg	10ml vial	
417	Paracetamol Sappositaries 250Mg	10's	
418	Paracetamol Suppositaries 125Mg	10's	
419	Paracetamol Suspension	100ml	
420	Penamox 250Mg/5Ml 100Ml		
421	Penamox Caps. 500Mg		
422	Penamox Susp. 125Mg/5Ml 100Ml		
423	Pethidine Hydrochloride Inj 100Mg/2Ml	Ampoule	
424	Pharovit Syrup		
425	Phencod Syrup 100Ml	1's	
426	Phenobarbitone Inj	Ampoule	
427	Phenobarbitone Tab 30Mg	100's	
428	Phenytoin Inj.	Ampoule	
429	Pilocarpine Eye Drops	1's	
430	Pioglitazone 30Mg	30's	
431	Pioglitazone Tabs. 15Mg.	30's	
432	Piperacillin/Tazobactam 1.5G Inj	vial	
433	Piriton Syrup 100Ml		
434	Piroxicam 20Mg	100's	
435	Plaster Of Paris 3”	12's	
436	Plaster Of Paris 4”	12's	
437	Plaster Of Paris 6”	12's	
438	Potassium Chloride Inj	Ampoule	
439	Povidone Iodine Soln	1lt	
440	Pralidoxime Tab.	30's	
441	Prednisolone 1% Eye Drops	1's	
442	Prednisolone Syrup	50ml bottle	
443	Prednisolone Tables 5Mg	1000's	
444	Pregabalin 150Mg	30's	
445	Pregabalin 25Mg	30's	

446	Pregabalin 50Mg	30's	
447	Pregabaline 75Mg	30's	
448	Pregnidoxine Tabs	100's	
449	Presept Tabs.	100's	
450	Probeta N Eye/Ear Drops 7.5Ml	1's	
451	Promethazine Hyd.25Mg	100's	
452	Promethazine Syrup 60Ml	60ml	
453	Promolut N Tabs 5Mg	30's	
454	Propofol Injection	Ampoule	
455	Propranolol Tabs 40Mg	100's	
456	Protamine Sulphate.	Ampoule	
457	Purecore Tabs	30's	
458	Quetipine 200Mg Tabs.	30's	
459	Rabies Vaccine		
460	Ramipril 10Mg	30's	
461	Ramipril 2.5Mg	30's	
462	Ramipril 5Mg	30's	
463	Ranferon Syrup 200Ml	1's	
464	Ranitidin Inj. 1M/I.V 50Mg/2Ml	Ampoule	
465	Rilif		
466	Rilif Mr	20's	
467	Rilif Plus	30's	
468	Rimphampicin 300Mg	100's	
469	Risna 2Mg	30's	
470	Rivotril Tabs 2Mg.	30's	
471	Rocuronium 50Mg Vial	vial	
472	S- Amlodipine 2.5Mg/5Mg	30's	
473	Safecal Tabs	30's	
474	Salbutamol 4Mg Tabs	1000's	
475	Salbutamol 2Mg/5Ml	100ml	
476	Salbutamol Inh.100Mcg/D 200Dos	1's	
477	Salbutamol Respirator 10Ml Sol	1's	
478	Satrogyl Syr	1's	
479	Satrogyl Tabs	10's	
480	Scheriproct Ointment 0.19%/0.5%	tube	
481	Secnidazole 2G	1's	
482	Silver Sulphadiazine Cream 15G	1's	
483	Silver Sulphadiazine Cream 250G	1's	
484	Sodium Chroride 0.9% Nasal Drops	1's	
485	Sodium Cromoglycate 2% Eye Drops	1's	
486	Sodium Hyprochlorite Sol (Jik)	5lt	
487	Spinal Needle G22	1's	
488	Spinal Needle G25	1's	
489	Spironolac. Tabs 6.25Mg	1000's	
490	Spironolactone Tabs 25Mg	1000's	
491	Sterenios Solution		
492	Sterone Tabs.	100's	
493	Subsyde-Cr Caps		
494	Surgical Spirit	5ltr	

495	Suxamethonium Chloride Inj 50Mg/Ml	Ampoule	
496	Syndol		
497	Tacrolimus Capsules 0.5/1/5Mg Caps	30's	
498	Telmisartan 80Mg H	30's	
499	Terbinafine 250Mg	10's	
500	Terbinafine Cream 1%	tube	
501	Tetracaine 0.5% Drops	1's	
502	Tetracycline Eye Ointment (T.E.O.)	tube	
503	Thiopentone Sodium Inj 50Mg	vial	
504	Timolol 0.5% Eye Drops	1's	
505	Timolol Eye Drop 2.5% 5Ml	1's	
506	Tinidazole Tablets 500Mg	1000's	
507	Torsemide 10Mg	30's	
508	Torsemide 5Mg	30's	
509	Tramadal Caps 50Mg (Gen)	10's	
510	Tramadal Inj. 100Mg (Gen)	Ampoule	
511	Tranexamic Acid Cap 250Mg	30's	
512	Tranexamic Acid Inj 500Mg	Ampoule	
513	Tranexamic Aicid Tabs 500Mg	30's	
514	Tres-Orix Forte Syrup	100ml	
515	Trimin Tabs	30's	
516	Triokit	pack	
517	Tripacof 100Ml		
518	Tropicamide 1.0% Drops	1's	
519	Tuberculin Ppd 1.5Ml	vial	
520	Tuspel Plus 100Ml		
521	Vagiclin Pessaries	pack	
522	Vastarel Mr 35Mg	30's	
523	Vertigone 25Mg (Cinnarazine)	100's	
524	Viblastine Inj	vial	
525	Vif+B784:D792ex Syr 100Ml	1's	
526	Vincristine Sulphate Inj 1Mg	vial	
527	Vitamin B12 Inj.	Ampoule	
528	Vitamin K 10Mg/Ml(Phytomenadione)	Ampoule	
529	Vitamin K 2Mg/Ml (Phytomenadione)	Ampoule	
530	Warfarin Tabs 5Mg	100's	
531	Xtraderm Cream 20G	tube	
532	Zerodol Tabs 100Mg	30's	
533	Zinc Sulphate 0.25% Eye Drops	1's	
534	Zinc Tabs 20Mg	100's	
535	Zinc/Ors Co-Pack	pack	
536	Zinnat 125Mg Syrup - 50Ml	1's	
537	Zinnat 250Mg Syrup	1's	
538	Amoxicillin Peads Tab 125mg		
539	Amoxicillin/clavulanic Acid peads Tabs 228mg		
540	Betadine iodine solution	1lt	
541	Co-trimoxazole 480mg tabs	1000's	
542	Co-trimoxazole syr	50ml bottle	
543	Diloxanide furonate 500mg	1000's	

544	Folic Acid	1000's	
545	Hydrocortisone skin ointment	tube	
546	insulin soluble	1's	
547	Levofloxacin 500mg	10's	
548	Medicine measuring spoon	100's	
549	Pyridoxine tabs 50mg	100's	
550	Vitamin B complex	1000's	
551	Vitamin B complex	20's	
552	Water for injection	vial	
	TOTAL		
	LOT 3		

LCG/A04/2025/2026/2027/2028 SUPPLY OF LABORATORY REAGENTS

S/NO	**ITEM DESCRIPTION**	**UNIT**	
1.	GLUCOSTRIPS (ASSORTED) 50TEST	PACK	
2.	HPYLORI ANTIGEN 25T	PACK	
3.	SALMONELLA ANTIGEN 20T	PACK	
4.	URINE STRIPS 100T	PACK	
5.	VDRL STRIPS 50T	PACK	
6.	HBSAG 50 T	PACK	
7.	HCV 50T	PACK	
8.	HAV 50T	PACK	
9.	OCCULT BLOOD CASSETTE 25T	PACK	
10.	PREGNANCY TEST STRIPS 50T	PACK	
11.	HB MISSION STRIPS 50T	PACK	
12.	PRICKERS RETRACTIBLE 200	PACK	
13.	ASOT 100T	KIT	
14.	RHEUMATOI FACTOR KIT 100T	KIT	
15.	ANT A 10ML	VIAL	
16.	ANT B 10ML	VIAL	
17.	ANTI D 10ML	VIAL	
18.	AHG 10ML	VIAL	
19.	BOVIN ALBUMIN 10ML	VIAL	
20.	HVS SWABS pc	PIECES	
21.	STOOL CONTAINER WITH SCOOPER	PIECES	
22.	URINE CONTAINER	PIECES	
23.	PURPLE VACUTAINER K3 EDTA 4ML 100	PACK	
24.	RED VACUTAINER WITH CLOTACTIVATOR 100PCS	PACK	
25.	MICROTAINER RED PLAIN 1ML 100PCS	PACK	
26.	CITRATED VACUTAINER 4.5ML	PACK	
27.	EPINDORF TUBES 500	PACK	
28.	GEL CLOT ACTIVATED VACCUTAINERS 8/6ML 100	PACK	
29.	AUTOMATIC PIPPETTES 200UL	PC	
30.	AUTOMATIC PIPPETTES 100UL	PC	
31.	AUTOMATIC PIPPETTES 50UL	PC	
32.	AUTOMATIC PIPPETTES 5-10UL	PC	
33.	AUTOMATIC PIPPETTES 1000UL	PC	
34.	PLASMA EXTRACTOR	PC	
35.	BLOOD STRIPER	PC	
36.	BLOOD THERMOL COMPRESSOR	PC	
37.	MICROTAINER PURPLE K3 EDTA 1ML 100PCS	PACK	

38.	APLLICATOR STICKS 500PCS	PACK	
39.	PASTUER PIPPETTES	PCS	
40.	PERFOLATED PRINTING PAPERS SWELAB	BOX	
41.	TEST TUBES (100)	PCS	
42.	PLASTIC CULTURE PLATES	PCS	
43.	GRAM IODINE 500ML	BOTTLE	
44.	CRYSTAL VIOLET 500ML	BOTTLE	
45.	NETRAL RED 500ML	BOTTLE	
46.	ACETONE 2.5LITRES	BOTTLE	
47.	FILTER PAPERS PCS	PCS	
48.	COVER SLIP 22*22 (10*10PACKS)	PACK	
49.	GLASS SLIDES frosted 50S	PACK	
50.	GLASS SLIDES frosted 72 PCS	PACK	
51.	Blue Tips 500T	PACK	
52.	Yellow Tips 500T	PACK	
53.	Potassium Hydroxide 500GM	BOTTLE	
54.	EOSIN POWDER 50GMS	BOTTLE	
55.	AUROMINE O 25GMS	BOTTLE	
56.	BASIC FUCHSIN (CARBOL FUCHSIN) 25GMS	BOTTLE	
57.	HYDROCHLORIC ACID I LITRE	BOTTLE	
58.	SULPHURIC ACID 1 LITRE	BOTTLE	
59.	METHYLENE BLUE 25GMS	BOTTLE	
60.	PHENOL CRYSTAL 500 GMS	BOTTLE	
61.	BLOOD BAGS	PCS	
62.	HB METERS	PCS	
63.	OIL IMMERSION 100ML	BOTTLE	
64.	GIEMSA POWDER 25 GM	BOTTLE	
65.	HEPARINISED SYRINGES	PCS	
66.	GLYCEROL 2.5LITRES	BOTTLE	
67.	METHONOL 2.5LITRES	BOTTLE	
68.	ETHANOL 2.5LITRES	BOTTLE	
69.	Cholera Rapid Test Device 20T Faeces	PACK	
70.	Alkaline peptone water 500gms	BOTTLE	
71.	BLOOD AGAR BASE 500gms	BOTTLE	
72.	CLED 500gms	BOTTLE	
73.	TSI MEDIA 500gms	BOTTLE	
74.	DCA MEDIA 500gms	BOTTLE	
75.	SALMONELLA&SHIGELLA MEDIA 500gms	BOTTLE	
76.	ALKALINE PEPTONE WATER 500gms	BOTTLE	
77.	TCBS MEDIA 500gms	BOTTLE	
78.	MACCONKEY MEDIA 500gms	BOTTLE	
79.	OXIDASE DISCS	PACK	
80.	INDOLE REAGENT	BOTTLE	
81.	BILE SALTS	BOTTLE	
82.	Bacitracin	PACK	
83.	Voges proskeur reagent	BOTTLE	
84.	Methyl red	BOTTLE	
85.	Citrate agar	BOTTLE	
86.	optochin	PACK	
87.	Aesculin iron agar	BOTTLE	
88.	HYDROGEN PEROXIDE	BOTTLE	
89.	LAB REFRIGERATOR THERMOMETERS	PCS	

90.	LAB ROOM TEMPERATURE THERMOMETERS	PCS	
91.	wire loop holders	PC	
92.	Wash bottle	PC	
93.	Bijou bottles 5MLS	PCS	
94.	ADENO VIRUS 25 T	PACK	
95.	PSA 25T	PACK	
96.	DICK BOWIE TAPE	PC	
97.	SELENITE F BROTH 500gms	BOTTLE	
98.	CRAG 50T	PACK	
99.	MIDRAY 5 PART DILUENT(M-52D) 20L	BOX	
100.	MIDRAY 5 PART LH LYSE (M-52) 100ML	BOTTLE	
101.	MIDRAY 5 PART DILUENT (M-52DIIFF LYSE) 500ML	BOTTLE	
102.	MIDRAY 3/5 PROBE CLEANSER(M-52D)	BOTTLE	
103.	FLAT BOTTOMED FLASK PYREX (500ML BOROSILICATE)	PC	
104.	ZBIO DILUENT 20 LITRES	BOX	
105.	ZYBIO LB LYSE Z5 500ML	BOTTLE	
106.	LD LYSE H56 100ML	BOTTLE	
107.	ZYBIO LD-II LYSE H56 EXZ6000	BOTTLE	
108.	ZYBIO CONTROL 3X2ML (H/N/L) TRILEVEL	BOTTLE	
109.	ZBIO PROBE CLEANER	BOTTLE	
110.	ZBIO CLIA CUVVETTES 500PCS	PACK	
111.	LIQUICELIN-E PTT 3ML	BOTTLE	
112.	LIQUIPLASTIN PT - 5ML	BOTTLE	
113.	CALCIUM CHLORIDE 10ml	BOTTLE	
114.	CONSUMABLES HEMOSTAR-XF 100T	PACK	
115.	ZYBIO tPSA Assay (CLIA) 50T	KIT	
116.	ZYBIO FT4 Assay (CLIA) 50T	KIT	
117.	ZYBIO FT3 Assay (CLIA) 50T	KIT	
118.	ZYBIO TSH Assay (CLIA) 50T	KIT	
119.	ZYBIO FSH Assay (CLIA) 50T	KIT	
120.	ZYBIO LH Assay (CLIA) 50T	KIT	
121.	ZYBIO BETA HCG Assay (CLIA) 50T	KIT	
122.	ZYBIO PROGESTERON Assay (CLIA) 50T	KIT	
123.	ZYBIO TESTOSTERON Assay (CLIA) 50T	KIT	
124.	ZYBIO 15-3 Assay (CLIA) 50T	KIT	
125.	ZYBIO AFP Assay (CLIA) 50T	KIT	
126.	ZYBIO CEA Assay (CLIA) 50T	KIT	
127.	ZYBIO CA 125 Assay (CLIA) 50T	KIT	
128.	ZYBIO D-Dimer Assay (CLIA) 50T	KIT	
129.	ZYBIO SAMPLE DILUENT (CLIA	KIT	
130.	ZBIO CLIA SUBSTRATE	KIT	
131.	ZBIO CLIA wash buffer 1litre	bottle	
132.	ZYBIO TROPONI I Assay (CLIA) 50T	KITS	
133.	Infraquick ESR TUBES 100T	PACK	
134.	RDX ALT (LIQUID) R1 4X20ML R2 4X7ML	KIT	
135.	RDX AST (LIQUID) R1 4X20ML R2 4X8ML	KIT	
136.	RDX ALKPHOS (LIQUID) 4X20ML R1/4X7ML	KIT	
137.	RDX ALBUMIN 4X20ML 200T)	KIT	
138.	RDX TOTAL PROTEIN 2 R1 4X17ML 640T	KIT	
139.	RDX BILLIRUBIN DIRECT_2 4X20ML R1 / R2 4X8ML	KIT	
140.	RDX TOTAL BILIRUBIN 2 R1 4X17ML 640T	KIT	

141.	RDX UREA (LIQ) R1 4X20ML R2 4X7ML 520T)	KIT	
142.	RDX CREATININE R1 4X20ML R2 4X7ML 520T	KIT	
143.	RDX URIC ACID R1 4X20ML R2 4X7ML 520T)	KIT	
144.	RDX GAMMA GT R1 4X20ML R2 4X7ML 520T	KIT	
145.	RDX CONTROL HUMAN LEVEL2 (5ML VIAL)	VIAL	
146.	RDX CONTROL HUMAN MULTI-SERA LEVEL3 5ML VIAL	VIAL	
147.	DX CALIBRATION SERUM LEVEL 3 (5ML VIAL) CAL2	VIAL	
148.	SAMPLE CUPS FOR COROLYZER 3ML 250's	PC	
149.	RDX ALKALINE DETERGENT 1X2L	BOTTLE	
150.	RDX DETERGENT RX8106 500ML	BOTTLE	
151.	SWE LAB DILUENT 20L	BOX	
152.	SWE LAB LYSE 5L	BOX	
153.	SWE LAB CONTROLS LEVEL 1 N	VIAL	
154.	SWE LAB CONTROLS LEVEL 2 H	VIAL	
155.	SWE LAB CONTROLS LEVEL 3 L	VIAL	
156.	BOULE CLEANER	PACK	
157.	BOULE MPA MICROPIPETTES	PACK	
158.	MINI CUBE ESR CARD READER 1000T	PC	
159.	DIESTROL REAGENT PACK	PACK	
160.	DIESTROL Sodium electrode	PC	
161.	DIESTROL Potassium electrode	PC	
162.	DIESTROL Chloride electrode	PC	
163.	DIESTROL TRI LEVEL CONTROL L/N/H	VIALS	
164.	SODIUM CONDITIONER	BOTTLE	
165.	ABX DILUENT 20L	BOX	
166.	ABX WHITE DIFF 1000 ML	BOTTLE	
167.	ABX MINOCLAIR 500ml	BOTTLE	
168.	ABX CLEANER	BOTTLE	
169.	ABX DIFFTROL N	VIAL	
170.	ABX DIFFTROL L	VIAL	
171.	ABX MINOCAL	VIAL	
172.	ABX DIFFTROL H	VIAL	
173.	CASSETTE, E-CL opti gas	PACK	
174.	CASSETTE, E-CA	PACK	
175.	CASSETTE ,E-LAC 25T	PACK	
176.	BOTTLE GAS, LOW PRESSURE OPTICA CCA-TS2	BOTTLE	
177.	CONTROLS OPTICHECK ,PH/BG/ELE,TRI LEVEL	PC	
178.	CASSETE STANDARD REFERENCE (SRC)-MULTILEVEL	PC	
179.	CASSETE, THB CALIBRATION	PC	
180.	PAPER, THERMAL PRINTER (HP0070	PC	
181.	ULTRA-PAP STAINING KIT 250T	KIT	
182.	COVERSLIP 22X44 GERMAN	PACK	
183.	PAPSMEAR TEST 25 T KIT	PACK	
184.	BLOTTING PAPER (pc)	PC	
185.	HUMAN ALT	KIT	
186.	HUMAN AST	KIT	
187.	HUMAN ALP	KIT	
188.	HUMAN ALBUMIN	KIT	
189.	HUMAN TOTAL PROTEIN	KIT	
190.	HUMAN TOTAL BIRILUBIN	KIT	

191.	HUMAN DIRECT BIRILUBIN	KIT	
192.	HUMAN ALP	KIT	
193.	HUMAN UREA uv	KIT	
194.	HUMAN CREATININE	KIT	
195.	HUMAN URIC ACID	KIT	
196.	HUMAN GAMMA GT	KIT	
197.	HUMAN TOTAL CHOLESTEROL	KIT	
198.	HUMAN TRIGLYCERIDES	KIT	
199.	HUMAN LDL CHOLESTEROL	KIT	
200.	HUMAN HDL CHOLESTEROL	KIT	
201.	HUMAN SPECIAL WASH	BOTTLE	
202.	HUMAN WASH ADDITIVE	BOTTLE	
203.	HUMACOUNT 30TS DILUENT	BOX	
204.	HUMACOUNT 30TS LYSE	BOTTLE	
205.	HUMACOUNT 30TS CLEANER	BOTTLE	
206.	DETERGENT EU-50 5L	BOTTLE	
207.	PROBE CLEANSER 50MLS	BOTTLE	
208.	TP THERMOLPRINTING PAPER	PC	
209.	SAMPLE TUBE 50	PACK	
210.	URINALYSIS DIPSTICK AND MICROSCOPIC CONTROL 2*25ML	BOTTLE	
211.	URINE CALIBRATOR 10ML	BOTTLE	
212.	URINALYSIS CONTROL POSITIVE 8ML	BOTTLE	
213.	URINALYSIS CONTROL NEGATIVE 8ML	BOTTLE	
214.	URS-11 URINE STRIPS 100T	PACK	
215.	U-11 URINE STRIPS 100T	PACK	
216.	URS-14 URINE STRIPS 100T	PACK	
217.	HUMASTAR Calibrated halogen bulb	PC	
218.	SERODOS	KIT	
219.	AUTOCAL	KIT	
220.	HUMANTROP	KIT	
221.	HUMANTROL N	KIT	
222.	HUMAN Sample cups PCS(500)	BOX	
223.	HUmalyte l REAGENT PACK	PACK	
224.	TRI LEVEL CONTROL	KIT	
225.	HUMAN LDH	KIT	
226.	SODIUM CONDITIONER	BOTTLE	
227.	ISE CLEANING SOLUTION DAILY	BOTTLE	
228.	ISE CLEANING SOLUTION WEEKLY	BOTTLE	
229.	KFILLING SOLUTION	BOTTLE	
230.	HUMALTE PLUS QC SOLUTION	BOTTLE	
231.	REFFERENCE FILLING SOLUTION	BOTTLE	
232.	PH/Na/Cl FILLING SOLUTION	BOTTLE	
233.	Humalyte Sodium electrode	PC	
234.	Humalyte Potassium electrode	PC	
235.	Humalyte Chloride electrode	PC	
236.	HUMAN Reference electrode	PC	
237.	COBAS TOTAL CHOLESTEROL	KIT	
238.	COBAS TRIGLYCERIDES	KIT	
239.	COBAS LDL CHOLESTEROL	KIT	
240.	COBAS HDL CHOLESTEROL	KIT	

241.	COBAS Cfas lipid	KIT	
242.	COBAS HBA1C REAGENT	KIT	
243.	COBAS HBA1C CALIBRATOR	KIT	
244.	COBAS HBA1C NORM	KIT	
245.	COBAS HBA1C Hpath	KIT	
246.	COBAS UREA	KIT	
247.	COBAS CREATININE	KIT	
248.	COBAS CFAS (12X3ML)	KIT	
249.	PRECICONTROL MULTICHEM 1 (4*5ml)	KIT	
250.	PRECICONTROL MULTICHEM 2 (4*5ml)	KIT	
251.	COBAS ALBUMIN	KIT	
252.	COBAS ALP 200T	KIT	
253.	COBAS LIPASE	KIT	
254.	COBAS AMYLASE	KIT	
255.	COBAS MAGNESIUM	KIT	
256.	COBAS CK-MB	KIT	
257.	COBAS ALTL 400T	KIT	
258.	COBAS AST 400T	KIT	
259.	COBAS TOTAL BILIRUBIN 400T	KIT	
260.	COBAS DIRECT BILIRUBIN 100T	KIT	
261.	COBAS CALCIUM 400T	KIT	
262.	COBAS GGT 200T	KIT	
263.	COBAS URIC ACID 200T	KIT	
264.	COBAS CHOLINESTRASE	KIT	
265.	COBAS LDH	KIT	
266.	COBAS Micro-cuvette segments 1680PCS	BOX	
267.	COBAS C111 BULB	PC	
268.	AVL 9180 REAGENT PACK	PACK	
269.	Isetrol electrlyte controls 3*10amps	PACK	
270.	ISE CLEANER	KIT	
271.	SODIUM CONDITIONER	PACK	
272.	GN VTK2 TEST (20 CARDS)	PACK	
273.	GP VTK2 TEST (20 CARDS)	PACK	
274.	YST VTK2 TEST (20 CARDS)	PACK	
275.	NH VTK2 TEST (20 CARDS)	PACK	
276.	ANC VTK2 TEST (20 CARDS)	PACK	
277.	AST -P576 TEST KIT (20 CARDS)	PACK	
278.	AST -P586 TEST KIT (20 CARDS)	PACK	
279.	AST -P580 TEST KIT (20 CARDS)	PACK	
280.	AST –ST03 TEST KIT (20 CARDS)	PACK	
281.	AST –GN83 TEST KIT (20 CARDS)	PACK	
282.	AST –XNO5 TEST KIT (20 CARDS)	PACK	
283.	AST –YS08 TEST KIT (20 CARDS)	PACK	
284.	SALINE SOLUTION 3*500ML	PACK	
285.	KIT DENSICHECK PLUS STANDARDS	KIT	
286.	UN SENSITIZED TUBES 1*1200	PACK	
287.	SYSMEX CELL PACK-DCL 20L	BOX	
288.	SYSMEX SULFOLYSER 3X 500ML	BOTTLE	
289.	SYSMEX LYSERCELL WDF (2L)	BOTTLE	
290.	SYSMEX FLUOROCELL WDF (2*22ML)	BOTTLE	
291.	SYSMEX CELL CLEAN 50ML	BOTTLE	
292.	XN -LCHECK LEVEL 1	BOTTLE	

293.	XN -LCHECK LEVEL 2	BOTTLE	
294.	XN -LCHECK LEVEL3	BOTTLE	
295.	MEDIONIC DILUENT 20L	BOX	
296.	MEDIONIC LYSE 5L	BOX	
297.	MEDIONIC CONTROLS LEVEL 1	VIAL	
298.	MEDIONIC CONTROLS LEVEL 2	VIAL	
299.	MEDIONIC CONTROLS LEVEL 3	VIAL	
300.	MEDIONIC CLEANING KIT	PACK	
301.	MEDIONIC MICROCAPILLARY	PACK	
302.	ERBA DLIUENT 20L	BOX	
303.	ERBA LYSE 5ML	BOTTLE	
304.	ERBA RINSE	BOTTLE	
305.	CONTROLS LEVEL 1	VIAL	
306.	CONTROLS LEVEL 2	VIAL	
307.	CONTROLS LEVEL 3	VIAL	
308.	ELITEC ALBUMIN	KIT	
309.	ELITEC TOTAL PROTEIN	KIT	
310.	ELITEC CREATININE JAFFE	KIT	
311.	ELITEC UREA UV	KIT	
312.	ELITEC ALT	KIT	
313.	ELITEC AST	KIT	
314.	ELITEC TOTAL BILIRUBIN	KIT	
315.	ELITEC DIRECT BILIRUBIN	KIT	
316.	ELITEC TOTAL CHOLESTEROL	KIT	
317.	ELITEC TRIGLYCERIDES	KIT	
318.	ELITEC HDL	KIT	
319.	ELITEC LDL	KIT	
320.	ELITEC ALP	KIT	
321.	ELITEC GGT	KIT	
322.	ELITEC URIC ACID	KIT	
323.	ELITEC MAGNESIUM	KIT	
324.	ELITEC PHOSPHORUS	KIT	
325.	ELITEC CALCIUM	KIT	
326.	ELI CAL	PACK	
327.	ELITEC COOLANT	LITER	
328.	ELITEC SYSTEM DILUENT SOLUTION	LITRE	
329.	ELITEC ACID SOLUTION	PACK	
330.	ELITEC SYSTEM SOLUTION	LITRE	
331.	DISPOSABLE CUVVETTES 1000	BOX	
332.	ELITEC SYSTEM CLEANING SOLUTION	KIT	
333.	ELITROL 1	PACK	
334.	ELITROL II	PACK	
335.	SODIUM ELETRODE	PC	
336.	CHLORIDE ELETRODE	PC	
337.	POTASSIUM ELECTRODE	PC	
338.	ECS EMPTY VIALS +CAPS 10*10ML	PACK	
339.	HDL/LDL CALIBRATOR	VIAL	
340.	ELITEC ISE CALIBRATOR LOW/HIGH	PACK	
341.	ELITEC ISE REFERENCE FLUID	PACK	
342.	ELITEC ISE DILUENT	PACK	
343.	ISE CLEANER/ ISE CONDIDITIONER	KIT	
344.	CALCIUM ARZENAZO	KIT	

345.	Sensitivity drugs Nitrofurantoin (NI) 100 DICS	VIAL	
346.	Sensitivity drugs Gentamicin (GEN), 100 DICS	VIAL	
347.	Sensitivity drugs Ofloxacin (OF), 100 DICS	VIAL	
348.	Sensitivity drugs Erythromycin (ERY), 100 DICS	VIAL	
349.	Sensitivity drugs Ceftriaxone (CTR), 100 DICS	VIAL	
350.	Sensitivity drugs Amoxicillin (AMX), 100 DICS	VIAL	
351.	Sensitivity drugs Cotrimoxazole (COT) 100 DICS	VIAL	
352.	Sensitivity drugs Vancomycin (V) 100 DICS	VIAL	
353.	Sensitivity drugs Ciprofloxacin (CIP) 100 DICS	VIAL	
354.	Sensitivity drugs Kanamycin (K) 100 DICS	VIAL	
355.	Sensitivity drugs Levofloxacin (LE), 100 DICS	VIAL	
356.	Sensitivity drugs Ceftazidime (CAZ), 100 DICS	VIAL	
357.	Sensitivity drugs Cefotaxime (CTX) 100 DICS	VIAL	
358.	Sensitivity drugs Piperacillin (PI) 100 DICS	VIAL	
359.	Sensitivity drugs Azithromycin (AZM) 100 DICS	VIAL	
360.	Sensitivity drugs Doxycycline 100 discs	VIAL	
361.	Sensitivity drugs Amoxicillin and clavulanic 100 discs	VIAL	
362.	Sensitivity drugs Amikacin 100 discs	VIAL	
363.	Sensitivity drugs Linezolid 100 discs	VIAL	
364.	Sensitivity drugs Cefuroxime 100 discs	VIAL	
365.	Sensitivity drugs Meropenem 100 discs	VIAL	
366.	Sensitivity drugs Pipercilin tazobactam 100 discs	VIAL	
367.	Sensitivity drugs Clindamycin 100 discs	VIAL	
368.	Sensitivity drugs Cefepime 100 discs	VIAL	
369.	iStar-Troponin-I	KIT	
370.	iStar-High Sensitive Troponin-I	KIT	
371.	iStar-CK-MB	KIT	
372.	iStar-Myoglobin	KIT	
373.	iStar-NT-proBNP	KIT	
374.	iStar-D-dimer	KIT	
375.	iStar-T3	KIT	
376.	iStar-FT3	KIT	
377.	iStar-T4	KIT	
378.	iStar-FT4	KIT	
379.	iStar-TSH	KIT	
380.	iStar-Anti-TPO	KIT	
381.	iStar-Anti-Tg	KIT	
382.	iStar-Tg	KIT	
383.	iStar-Anti-TSHR	KIT	
384.	iStar-HCG	KIT	
385.	iStar-Progesterone	KIT	
386.	iStar-Testosterone	KIT	
387.	iStar-LH	KIT	
388.	iStar-FSH	KIT	
389.	iStar-Prolactin	KIT	
390.	iStar-E2	KIT	
391.	iStar-AMH	KIT	
392.	iStar-Inhibin B	KIT	
393.	iStar-SHBG	KIT	
394.	iStar-DHEA-S II	KIT	
395.	iStar-PCT	KIT	
396.	iStar-CRP	KIT	

397.	iStar-SAA	KIT	
398.	Diaspect Cuvvetes (Pack 100)	KIT	
399.	iStar-IL-6	KIT	
400.	iStar-25-OH Vitamin D	KIT	
401.	iStar-hGH	KIT	
402.	iStar-CHI3L1	KIT	
403.	iStar-Pepsinogen I	KIT	
404.	iStar-Pepsinogen II	KIT	
405.	iStar-Gastrin-17	KIT	
406.	iStar-AFP	KIT	
407.	iStar-CEA	KIT	
408.	iStar-CA125	KIT	
409.	iStar-CA15-3	KIT	
410.	iStar-CA19-9	KIT	
411.	iStar-Total PSA	KIT	
412.	iStar-Free PSA	KIT	
413.	iStar-Ferritin	KIT	
414.	iStar-Vitamin B12	KIT	
415.	iStar-Folate	KIT	
416.	iStar-insulin	KIT	
417.	iStar-C-Peptide	KIT	
418.	iStar-ANA	KIT	
419.	iStar-dsDNA IGG	KIT	
420.	iStar-Anti-CCP	KIT	
421.	iStar-RF	KIT	
422.	iStar-tTG IGG	KIT	
423.	iStar-tTG IgA	KIT	
424.	iStar-DGP IGG	KIT	
425.	iStar-DGP IgA	KIT	
426.	iStar-GADA	KIT	
427.	iStar-IAA	KIT	
428.	iStar-IA-2A	KIT	
429.	iStar-ICA	KIT	
430.	iStar-ZnT8A	KIT	
431.	iStar-Toxo IGG	KIT	
432.	iStar-Toxo IgM	KIT	
433.	iStar-CMV IGG	KIT	
434.	iStar-CMV IgM	KIT	
435.	iStar-Rubella IGG	KIT	
436.	iStar-Rubella IgM	KIT	
437.	iStar-HSV-1 IGG	KIT	
438.	iStar-HSV-1 IgM	KIT	
439.	iStar- Total IgE	KIT	
440.	iStar- Cortisol	KIT	
441.	Immunoassay Multi Control Level 1 and 2	KIT	
442.	Tumor Marker Multi Control level 1 and 2	KIT	
443.	AMH Control	BOTTLE	
444.	CC817	BOTTLE	
445.	CC816	BOTTLE	
446.	CC818	BOTTLE	
447.	HSV-1 IGG Control	BOTTLE	
448.	HSV-1 IgM Control	BOTTLE	

449.	Toxo IGG Control	BOTTLE	
450.	Toxo IgM Control	BOTTLE	
451.	CMV IGG Control	BOTTLE	
452.	CMV IgM Control	BOTTLE	
453.	Rubella IGG Control	BOTTLE	
454.	Rubella IgM Control	BOTTLE	
455.	PCT Control	BOTTLE	
456.	Rheumatoid Arthritis Multi Control	BOTTLE	
457.	PG I and PG II Control	BOTTLE	
458.	ANA Control	BOTTLE	
459.	dsDNA IGG Control	BOTTLE	
460.	Inhibin B Control	BOTTLE	
461.	GADA	BOTTLE	
462.	IAA	BOTTLE	
463.	ICA Control	BOTTLE	
464.	IA-2A Control (temporary)	BOTTLE	
465.	ZnT8A Control (temporary)	BOTTLE	
466.	Anti-TSHR Control	BOTTLE	
467.	tTG IgA Control	BOTTLE	
468.	tTG IGG Control	BOTTLE	
469.	DGP IgA Control	BOTTLE	
470.	DGP IGG Control	BOTTLE	
471.	Reaction Vessel	2000'S	
472.	Waste Box	12'S	
473.	Cleaning Solution	45ML	
474.	Sample Diluent A	5ML×2	
475.	Sample Diluent B	5ML×2	
476.	Sample Diluent D	5ML×2	
477.	Sample Diluent G	5ML×2	
478.	Bactec Peds Plus culture Medium	VIALS	
479.	Bactec Mycosis IC/F Medium 50 vials	VIALS	
480.	Bactec Anaerobic culture Medium 50 vials	VIALS	
481.	Bactec Aerobic/F culture Medium	VIALS	
482.	Bactec Myco/F Lytic Medium 50 vials	VIALS	
483.	BD FOS Culture Supplement kit50 vials	VIALS	
484.	BD Phoenix Gram Positive Combo Panel (PMIC/ID) 25 tests	PACK	
485.	BD Phoenix Gram Negative combo Panel (NMIC/iD) 25 tests	PACK	
486.	BD Phoenix Streptococci ID Panel (SMIC/ID) 25 tests	PACK	
487.	Bd Phoenix Yeast ID Panel 25 tests	PACK	
488.	BD Phoenix ID Broth 100 tests	PACK	
489.	BD Phoenix AST Broth 100 tests	PACK	
490.	BD Phoenix AST-S Broth 100 tests	PACK	
491.	BD Phoenix AST-S indicator 1000 tests	PACK	
492.	BD Phoenix AST indicator 1000 tests	PACK	
493.	H-11 DIRUI URINE STRIPS (100 STRIPS/TESTS)	PACK	
494.	M-52D DILUENT (20L×1)	BOX	
495.	M-52DIFF LYSE (500ML×1)	BOTTLE	
496.	PROBE CLEANSER (50ML)	BOTTLE	
497.	B55 HAEMATOLOGY TRI-LEVEL CONTROL	PACK	
498.	SC-CAL Plus Hematology Calibrator	VIAL	
499.	M-52LH LYSE (100ML×1)	BOTTLE	

500.	DRI-CHEM ALBPS (Albumin) Slides	PACK	
501.	DRI-CHEM ALPPIIIS (Alkaline Phosphate) Slides	PACK	
502.	DRI-CHEM BUNPIIIS (Urea) Slides	PACK	
503.	DRI-CHEM CAPIIIS (Calcium) Slides	PACK	
504.	DRI-CHEM CHEPS (Cholinesterase) Slides	PACK	
505.	DRI-CHEM CKMBPS (CK-MB) Slides	PACK	
506.	DRI-CHEM CPKPIIIS (Creatinine Phosphokinase) Slides	PACK	
507.	DRI-CHEM CREPIIIS (Creatinine) Slides	PACK	
508.	DRI-CHEM CRPSIIIS (C-Reactive Protein) Slides	PACK	
509.	DRI-CHEM DBILPIIS (Direct Bilirubin) Slides	PACK	
510.	DRI-CHEM GGTPIIIS (Gamma GT) Slides	PACK	
511.	DRI-CHEM GLUPIIIS (Glucose) Slides	PACK	
512.	DRI-CHEM GOT/ASTPIIIS (Aspartate Aminotransferase) Slides	PACK	
513.	DRI-CHEM GPT/ALTPIIIS (Alanine Aminotransferase) Slides	PACK	
514.	DRI-CHEM IPPS (Inorganic Phosphorous) Slides	PACK	
515.	DRI-CHEM LIPPS (Lipase Pancreatic) Slides	PACK	
516.	DRI-CHEM LDHPIIIS (Lactate Dehydrogenase) Slides	PACK	
517.	DRI-CHEM MGPIIIS (Magnesium) Slides	PACK	
518.	DRI-CHEM NAKCLS (Sodium, Potassium, Chloride) Slides	PACK	
519.	DRI-CHEM NH3PIIS (Ammonia - Plasma) Slides	PACK	
520.	DRI-CHEM NH3WIIS (Ammonia - Whole Blood) Slides	PACK	
521.	DRI-CHEM TBILPIIIS (Total Bilirubin) Slides	PACK	
522.	DRI-CHEM TCHOPIIIS (Total Cholesterol) Slides	PACK	
523.	DRI-CHEM TCO2PS (Total Carbon Dioxide) Slides	PACK	
524.	DRI-CHEM TGPIIIS (Triglyceride) Slides	PACK	
525.	DRI-CHEM TPPIIIS (Total Protein) Slides	PACK	
526.	DRI-CHEM UAPIIIS (Uric Acid) Slides	PACK	
527.	DRI-CHEM HDLCPIIIDS (HDL-Cholesterol) Slides	PACK	
528.	DRI-CHEM AMYLPIIIS (Amylase) Slides	PACK	
529.	DRI-CHEM LAPPS (Leucine Aminopeptidase) Slides	PACK	
530.	DRI-CHEM DL (Diluent)	BOTTLE	
531.	DRI-CHEM Control QN (Control for Ammonia)	PACK	
532.	DRI-CHEM RE (Reference Solution)	PACK	
533.	DRI-CHEM Calbrator CP (Calibrator CRP)	PACK	
534.	DRI-CHEM Control QPM L (Control Low)	PACK	
535.	DRI-CHEM Control QPM H (Control High)	PACK	
536.	DRI-CHEM Control QE (Control for Electroytes)	PACK	
537.	DRI-CHEM MC S (Mixing Cups) - For FDC 7000	PACK	
538.	DRI-CHEM MC S (Mixing Cups) - For FDC 7000 / NX500	PACK	
539.	DRI-CHEM Control PF (Plasma Filter)	PACK	
540.	DRI-CHEM AT2 (Auto Tips)	PACK	
541.	DRI-CHEM Heparin Tube 0.5ml	PACK	
542.	DRI-CHEM Plain Tube 0.5ml	PACK	
543.	DRI-CHEM Plain Tube 1.5ml	PACK	
544.	DRI-CHEM Heparin Tube 1.5ml	PACK	
545.	FDC RACK 0.5ML 5	PACK	
546.	FDC RACK 13X100 5	PACK	
547.	FDC RACK 13X75 5	PACK	
548.	DRI-CHEM ALBPS (Albumin) Slides	PACK	

549.	DRI-CHEM ALPPIIIS (Alkaline Phosphate) Slides	PACK	
550.	DRI-CHEM BUNPIIIS (Urea) Slides	PACK	
551.	DRI-CHEM CAPIIIS (Calcium) Slides	PACK	
552.	DRI-CHEM CHEPS (Cholinesterase) Slides	PACK	
553.	DRI-CHEM CKMBPS (CK-MB) Slides	PACK	
554.	DRI-CHEM CPKPIIIS (Creatinine Phosphokinase) Slides	PACK	
555.	DRI-CHEM CREPIIIS (Creatinine) Slides	PACK	
556.	DRI-CHEM CRPSIIIS (C-Reactive Protein) Slides	PACK	
557.	DRI-CHEM DBILPIIS (Direct Bilirubin) Slides	PACK	
558.	DRI-CHEM GGTPIIIS (Gamma GT) Slides	PACK	
559.	DRI-CHEM GLUPIIIS (Glucose) Slides	PACK	
560.	DRI-CHEM GOT/ASTPIIIS (Aspartate Aminotransferase) Slides	PACK	
561.	DRI-CHEM GPT/ALTPIIIS (Alanine Aminotransferase) Slides	PACK	
562.	DRI-CHEM IPPS (Inorganic Phosphorous) Slides	PACK	
563.	DRI-CHEM LIPPS (Lipase Pancreatic) Slides	PACK	
564.	DRI-CHEM LDHPIIIS (Lactate Dehydrogenase) Slides	PACK	
565.	DRI-CHEM MGPIIIS (Magnesium) Slides	PACK	
566.	DRI-CHEM NAKCLS (Sodium, Potassium, Chloride) Slides	PACK	
567.	DRI-CHEM NH3PIIS (Ammonia - Plasma) Slides	PACK	
568.	DRI-CHEM NH3WIIS (Ammonia - Whole Blood) Slides	PACK	
569.	DRI-CHEM TBILPIIIS (Total Bilirubin) Slides	PACK	
570.	DRI-CHEM TCHOPIIIS (Total Cholesterol) Slides	PACK	
571.	DRI-CHEM TCO2PS (Total Carbon Dioxide) Slides	PACK	
572.	DRI-CHEM TGPIIIS (Triglyceride) Slides	PACK	
573.	DRI-CHEM TPPIIIS (Total Protein) Slides	PACK	
574.	DRI-CHEM UAPIIIS (Uric Acid) Slides	PACK	
575.	DRI-CHEM HDLCPIIIDS (HDL-Cholesterol) Slides	PACK	
576.	DRI-CHEM AMYLPIIIS (Amylase) Slides	PACK	
577.	DRI-CHEM LAPPS (Leucine Aminopeptidase) Slides	PACK	
578.	DRI-CHEM DL (Diluent)	BOTTLE	
579.	DRI-CHEM Control QN (Control for Ammonia)	PACK	
580.	DRI-CHEM RE (Reference Solution)	PACK	
581.	DRI-CHEM Calibrator CP (Calibrator CRP)	PACK	
582.	DRI-CHEM Control QPM L (Control Low)	PACK	
583.	DRI-CHEM Control QPM H (Control High)	PACK	
584.	DRI-CHEM Control QE (Control for Electrolytes)	PACK	
585.	DRI-CHEM MC S (Mixing Cups) - For FDC 7000	PACK	
586.	DRI-CHEM MC S (Mixing Cups) - For FDC 7000 / NX500	PACK	
587.	DRI-CHEM Control PF (Plasma Filter)	PACK	
588.	DRI-CHEM AT2 (Auto Tips)	PACK	
589.	DRI-CHEM Heparin Tube 0.5ml	PACK	
590.	DRI-CHEM Plain Tube 0.5ml	PACK	
591.	DRI-CHEM Plain Tube 1.5ml	PACK	
592.	DRI-CHEM Heparin Tube 1.5ml	PACK	
593.	CARETIUM l REAGENT PACK	PACK	
594.	CARETIUM QCSOLUTIONL	BOTTLE	
595.	CARETIUM SODIUM CONDITIONER	BOTTLE	
596.	CARETIUM ISE CLEANING SOLUTION DAILY	BOTTLE	
597.	CARETIUM ISE CLEANING SOLUTION WEEKLY	BOTTLE	

598.	CARETIUM KFILLING SOLUTION	BOTTLE	
599.	CARETIUM HUMALTE PLUS QC SOLUTION	BOTTLE	
600.	CARETIUM REFFERENCE FILLING SOLUTION	BOTTLE	
601.	CARETIUM PH/Na/Cl FILLING SOLUTION	BOTTLE	
602.	CARETIUM Sodium electrode	PC	
603.	CARETIUM Potassium electrode	PC	
604.	CARETIUM Chloride electrode	PC	
605.	CARETIUM Reference electrode	PC	
606.	COMBILINE BGA wash 2+M 1*250ML	BOTTLE	
607.	COMBILINE BGA 3 1*130ML	BOTTLE	
608.	COMBILINE BGA 4 1*130ML	BOTTLE	
609.	COMBILINE BGA CAL 3 1*150ML	BOTTLE	
610.	COMBILINE BGA CAL 4+M 1*150ML	BOTTLE	
611.	Combipack level 1,11,111 9ampules	PACK	
612.	Protein remover 1*100ml	BOTTLE	
613.	Electrode cleaner 50ml	BOTTLE	
614.	BS-240Pro urea	KIT	
615.	BS-240Pro creatinine	KIT	
616.	BS-240Pro uric acid	KIT	
617.	BS-240Pro magnesium	KIT	
618.	BS-240Pro phosphorus	KIT	
619.	BS-240Pro calcium	KIT	
620.	BS-240Pro albumin	KIT	
621.	BS-240Pro Total Protein	KIT	
622.	BS-240Pro Aspartate Aminotransferase	KIT	
623.	BS-240Pro Alanine Aminotransferase	KIT	
624.	BS-240Pro Alkaline phosphatase	KIT	
625.	BS-240Pro Gamma–Glutamyl transferase	KIT	
626.	BS-240Pro Bilirubin Total	KIT	
627.	BS-240Pro Bilirubin Direct	KIT	
628.	BS-240Pro Prealbumin	KIT	
629.	BS-240Pro Total Cholesterol	KIT	
630.	BS-240Pro Triglycerides	KIT	
631.	BS-240Pro HDL-Cholesterol	KIT	
632.	BS-240Pro LDL-Cholesterol	KIT	
633.	BS-240Pro Ferritin	KIT	
634.	BS-240Pro Transferrin	KIT	
635.	BS-240Pro Total Protein in Urine/CSF(TPUC)	KIT	
636.	BS-240Pro Microalbumin	KIT	
637.	BS-240Pro Creatine Kinase	KIT	
638.	BS-240Pro Creatine Kinase- MB	KIT	
639.	BS-240Pro Lactate Dehydrogenase	KIT	
640.	BS-240Pro C-Reactive Protein	KIT	
641.	BS-240Pro Glucose	KIT	
642.	BS-240Pro Iron (C and Q)	KIT	
643.	BS-240Pro Haemoglobin A1c	KIT	
644.	BS-240Pro Rheumatoid Factor	KIT	
645.	BS-240Pro Amylase	KIT	
646.	BS-240Pro Lipase (C and Q)	KIT	
647.	BS-240Pro Antistreptolysin O	KIT	
648.	BS-240Pro Multi Sera Calibrator 10×3 mL	PACK	
649.	BS-240Pro Specific Proteins Calibrator	PACK	

650.	BS-240Pro Prealbumin Calibrator	PACK	
651.	BS-240Pro Lipids Calibrator	PACK	
652.	CK-MB Calibrator	PACK	
653.	FER calibrator	PACK	
654.	MALB calibrator	PACK	
655.	TRF calibrator	PACK	
656.	HbA1c Calibrator	PACK	
657.	HbA1c Control P	PACK	
658.	HbA1c Control N	PACK	
659.	Multimmun control	PACK	
660.	MALB control	PACK	
661.	TRF control	PACK	
662.	ClinChem Multi Control (level 1)1×5 levels×1 mL	PACK	
663.	ClinChem Multi Control (level 2)	PACK	
664.	ASO/CRP/RF Triple Control	PACK	
665.	TPUC Control	PACK	
666.	EC-3 3part Hematology Diluent 20ltr	BOX	
667.	EC-3 3part Hematology lyse 500ml	BOTTLE	
668.	EC-3 3Hematology probe cleanser 50ml	BOTTLE	
669.	EC-3 3part Hematology control Tri-level	SET	
670.	C-COUNT60 5part Hematology Diluent 20ltr	BOX	
671.	C-COUNT60 5part Hematology Lyse-1 500ml	BOTTLE	
672.	C-COUNT60 5part Hematology lyse-2 500ml	BOTTLE	
673.	C-COUNT60 5part Hematology Control Tri-level	SET	
674.	C-COUNT60 5part Hematology cleanser 50ml	BOTTLE	
675.	BC-5390 M-53D Diluent	BOX	
676.	BC-5390 M-5 LEO (I) Lyse	BOTTLE	
677.	BC-5390 Lyse M-5 LEO (II)	BOTTLE	
678.	BC-5390 M-53LH Lyse	BOTTLE	
679.	BC-5390 LC Lyse C-reactive Protein (CRP) Kit	BOTTLE	
680.	BC-5390 Probe Cleanse	BOTTLE	
681.	MIDRAY CONTROLS L	VIAL	
682.	MIDRAY CONTROLS N	VIAL	
683.	MIDRAY CONTROLS H	VIAL	
684.	EQA instant ASSESSMENT program chemistry per year	PANEL	
685.	EQA instant ASSESSMENT program hematology 3part per year	PANEL	
686.	EQA instant ASSESSMENT program hematology 5part per year	PANEL	
687.	EQA instant ASSESSMENT program microbiology urinalysis	PANEL	
688.	RIQAS BIOCHEMISTRY EQA per year	PANEL	
689.	RIQAS MICROBILOGY EQA per year	PANEL	
690.	RIQAS URINE EQA per year	PANEL	
691.	RIQAS HBA1CEQA per year	PANEL	
692.	RIQAS HAEMATOLOGY EQA per year	PANEL	
693.	RCPAQAP BIOCHEMISTRY per year	PANEL	
694.	RCPAQAP HAEMATOLOGY per year	PANEL	
695.	RCPAQAP MICROBIOOGY per year	PANEL	
696.	HUQAS BIOCHEMISTRY per year	PANEL	
697.	HUQAS HAEMATOLOGY 3 PART per year	PANEL	
698.	HUQAS HAEMATOLOGY 5 PART per year	PANEL	
699.	HUQAS MICROBIOLOGY per year	PANEL	

700.	HUQAS MICROBIOLOGY per year	PANEL	
701.	Typing sera V. cholerae As Set	VIAL	
702.	Typing sera V. cholerae Polyvalent As	VIAL	
703.	Typing sera V. cholerae As Ogawa	VIAL	
704.	Typing sera V. cholerae As Inaba	VIAL	
705.	Typing sera V. cholerae As O139 'Bengal'	VIAL	
706.	Typing sera Shigella As boydii 1	VIAL	
707.	Typing sera Shigella As boydii 11	VIAL	
708.	Typing sera Shigella As boydii 12	VIAL	
709.	Typing sera Shigella As boydii 10	VIAL	
710.	Typing sera Shigella As boydii 14	VIAL	
711.	Typing sera Shigella As boydii 13	VIAL	
712.	Typing sera Streptococcus pneumoniae Poly 7 As	VIAL	
713.	Typing sera Streptococcus pneumoniae Poly 6 As	VIAL	
714.	Typing sera Streptococcus pneumoniae Poly 5 As	VIAL	
715.	Typing sera Streptococcus pneumoniae Poly 4 As	VIAL	
716.	Typing sera Streptococcus pneumoniae Poly 3 As	VIAL	
717.	Typing sera Streptococcus pneumoniae Poly 2 As	VIAL	
718.	Typing sera Streptococcus pneumoniae Poly 1 As	VIAL	
719.	Typing sera Streptococcus pneumoniae As set	VIAL	
720.	Typing sera Staphylococcal Coagulase As I	VIAL	
721.	Typing sera Staphylococcal Coagulase As II	VIAL	
722.	Typing sera Staphylococcal Coagulase As III	VIAL	
723.	Typing sera Staphylococcal Coagulase As IV	VIAL	
724.	Typing sera Staphylococcal Coagulase As V	VIAL	
725.	Typing sera Shigella As boydii 1	VIAL	
726.	Typing sera Shigella As boydii 11	VIAL	
727.	Typing sera Shigella As boydii 12	VIAL	
728.	Typing sera Shigella As boydii 13	VIAL	
729.	Typing sera Shigella As boydii 10	VIAL	
730.	Typing sera Salmonella As H-z29	VIAL	
731.	Typing sera Salmonella As H Polyvalent phase 1 & 2	VIAL	
732.	Typing sera Salmonella As H Rapid 1	VIAL	
733.	Typing sera Salmonella As H Rapid 2	VIAL	
734.	Typing sera Salmonella As H Rapid 3	VIAL	
735.	Typing sera Pseudomonas aeruginosa As Gp A	VIAL	
736.	Typing sera Pseudomonas aeruginosa As Gp B	VIAL	
737.	Typing sera Pseudomonas aeruginosa As Gp C	VIAL	
738.	Typing sera Pseudomonas aeruginosa As Gp D	VIAL	
739.	Typing sera Pseudomonas aeruginosa As Gp E	VIAL	
740.	Typing sera Haemophilus influenzae As a	VIAL	
741.	Typing sera Haemophilus influenzae As b	VIAL	
742.	Typing sera Haemophilus influenzae As e	VIAL	
743.	Typing sera Haemophilus influenzae As d	VIAL	
744.	Typing sera Haemophilus influenzae As c	VIAL	
		TOTAL	

LOT 4

LCG/A05/2025/2026/2027/2028 SUPPLY OF DENTAL MATERIALS

S/NO	ITEM DESCRIPTION	UNIT	PRICE
1	Dental Catridges		
2	Dental needles		
3	Amalgam filling material (50 pcs)		
4	Composites filling material (light cure and cold cure)		
5	Glass ionomer		
6	Calcium hydroxide cement		
7	Zinc oxide eugenol cement		
8	Root canal sealants - Tubliseal		
9	Matrix bands (50 pcs)		
10	Wooden wedges (50 pcs)		
11	Orthodontic wire		
12	Alginate impression material		
13	Acrylic teeth x 28 pcs		
14	Dental Stone		
15	Dental plaster		
16	Cold cure accryllic material (powder/ liquid monomer)		
17	Heat cure accryllic material (powder/liquid monomer)		
18	High speed hand piece		
19	Ultrasonic scaler tips		
20	Slow Speed hand piece		
21	Straight hand piece		
22	Gutta purcha points		
23	Paper points		

24	Temporary filling material		
25	Headstrom files/K-files		
26	Formocresol 30mls		
27	Camporated monochlo phenol 30mls		
28	Cold mould seal		
29	Extraction forceps		
30	Elavators - straight and curved		
31	Rubber caps		
32	Plaque disclosing tablets		
33	Diamond or Tungsten carbide burs		
34	Light cure machine		
35	Saliva ejectors x 100		
36	Alvogyl 12 grams		
37	Dental X- ray machine		
38	Examination mirrors		
39	Condensus/Curvers/Excarators		
40	Face mask 50pcs		
41	Protection glasses		
42	Modelling wax (20 sheets)		
43	Impression compound		
44	Impregnated gingival cords		
45	Wooden wedges		
46	Cotton rolls		
47	Splinting wire (0.5)		
48	Arch burs		
49	Dycal		
50	Composites tubes		
51	Micromotor/suspension motor		
52	Abrading burrs		
53	Clairs Elevators		
54	Fissure bars		
55	Tissue forceps		
56	Wire Cutter		
57	Dental chair compressor		
58	Automatic dental film processor		
59	Dental unit		
60	Diagnostic mirrors		
61	Matrix bands holders		
62	Patient bibs		
63	Eye protection glasses		
64	Sterilization pouches		
65	Metal Syringes		
66	Articulators		
67	Adams pliers		
68	Calico mops		
69	Processing clamps		
70	Scaling tips		
71	Tweezers		
72	Haemostatic agent		

73	Surgical Bars		
74	Amalgamator		
	TOTAL		

LOT 5

LCG/A06/2025/2026/2027/2028 SUPPLY AND DELIVERY OF X-RAY MATERIALS AND CHEMICALS

S/NO	ITEM DESCRIPTION	UNIT	PRICE
1	Green sensitive x-ray films as Fuji, Kodak or Retina 18 x 24 cm		
2	Green sensitive x-ray films as Fuji, Kodak or Retina 18 x 40 cm		
3	Ditto 18 x 43 cm		
4	Ditto 24 x 30 cm		
5	Ditto 30 x 40 cm		
6	Ditto 35 x 35 cm		
7	Ditto 35 x 43 cm		
8	Ditto 18 x 40 cm		
9	Automatic fixer		
10	X-ray film envelopes		
11	Automatic Developer		
12	Green Emitting screens (speed 400) 18 x 24cm		
13	Green Emitting screens (speed 400) 18 x 43cm		
14	Green Emitting screens (speed 400) 24 x 30cm		
15	Green Emitting screens (speed 400) 30 x 40cm		
16	Green Emitting screens (speed 400) 35 x 35cm		
17	Green Emitting screens (speed 400) 35 x 43cm		
18	Green Emitting screens (speed 400) 18 x 40cm		
19	U/S Thermal paper high density		
20	Ultrasound Gel (5 ltrs)		
21	water soluble contract media (ultraist) 20ml		
22	Dry view laser films DVB 35X43		
23	Dry view laser films DVB 35X35		
24	Dry view laser films DVB 35X28		
25	Dry view laser films DVB 25X30		
26	Dry view laser films DVB 20X25		

TOTAL

LOT 6

LCG/A09/2025/2026/2027/2028. SUPPLY OF MEDICAL OXYGEN AND GASES

S/NO	ITEM DESCRIPTION	UNIT	PRICE
1	Medical Oxygen 1.36 M^3 Ditto		
2	3 .6m		
3	8.4M3		
4	10M 3		
5	Nitrous oxide 900 litres		
6	16560 litres		
7	Medical Air (compressed) 3.1M3		
8	7 M3		

9	10 M 3		
10	Industrial Oxygen 7 M3		
11	10 M3		
12	Dissolved Acetylene 6.3 M3		
13	Hose Pipes 02		
14	" N20		
15	" industrial 02		
16	" Acetylene		
17	Humidifier		
18	Nitrous Regulator		
19	Oxygen Regulator		
20	Flow Meter complete		
21	Oxygen keys		
	TOTAL		

LOT 7

LCG/A06/2025/2026/2027/2028 SUPPLY AND DELIVERY OF PATIENT UNIFORMS AND LINEN			
S/NO	**ITEM DESCRIPTION**	**UNIT**	**PRICES**
1	Theatre gowns	pcs	
2	Theatre caps	PCS	
3	Masks	PCS	
4	Patient trousers	pair	
5	Patients shirts	PCS	
6	Patients dresses	PCS	
7	Patients gowns	pcs	
8	White dust coats	pcs	
9	Light blue coats	pcs	
10	Doctors coats/lab coats	pcs	
11	Kitchen staff uniform	set	
12	Aprons (water proof)	pcs	
13	Drivers uniforms (suits)	set	
14	Abdominal sheets (theatre)	pcs	
15	Green towel(Theatre)	pcs	
16	Shower Curtains(Bonito) 180x 200cm c/w accessories	pcs	
17	Theatre boots Anti static	pair	
18	Theatre open shoes (water proof) slip-ons	pair	
19	Green Autoclaving material	mtrs	
20	Curtain material	mtrs	
21	Curtain netting material	mtrs	
22	Gumboots heavy duty	prs	
23	Watchmen uniform	prs	
24	Ankle boots	prs	
25	Socks heavy duty	prs	
26	Draw sheets white 100% cotton	no	
27	Pillow cases	no	
28	Cellular Blankets 90x130cm	no	
29	Cellular Bed Cover 180x200cm	no	
30	Cellular blankets 180x230cm	no	
31	Towels hands 22x44	no	

32	Towels bath	no	

33	Bed sheets hospital white 100%	no	
34	Green cotton 100% material	no	
35	Pillow kapok	mtrs	
36	Polyester white material	mtrs	
37	Polyester blue VIP material	mtrs	
38	Polyester Grey material	mtrs	
39	Aprons material	mm	
40	Mattresses foam high density std	no.	
41	Counter panes	no.	
42	Mattress cover mackintosh std	no	
43	Flannel (baby wrapper material)	mtrs	
44	Industrial heavy duty gloves (rubber)	prs	
45	Industrial heavy duty gloves (leather)	prs	
46	Cotton pillow cases white		
47	toto gowns large		
48	toto gowns medium		
49	toto gowns small		
		TOTAL	

1. LIST OF GOODS AND DELIVERY SCHEDULE

lot N°	**Description of Goods**	**Quantity**	**Physical unit**	**Final (Project Site) Destination as specified in TDS**	**Delivery (as per Incoterms) Date**		
					Earliest Delivery Date	**Latest Delivery Date**	**Tenderer's offered Delivery date [*to be provided by the Tenderer*]**
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*
			Various Healthc are facilities	County Government of Laikipia	7	7	

2. TECHNICAL SPECIFICATIONS

Technical Specifications

TECHNICAL SPECIFICATIONS: PHARMACEUTICALS CONDOMS

VACCINES

TECHNICAL SPECIFICATIONS PHARMACEUTICALS

1. Product and Package Specifications

1.1 The Goods to be purchased by the Procuring Entity under this Invitation to Tender are included in the Procuring Entity's *current* national essential drugs list or national 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.")

1.2 Product specifications indicate dosage form (e.g., tablet, *capsules, dry syrup,* liquid, *ointment,* injectable, emulsion, suspension, etc.) and the drug content (exact number of mg *or international units*[IU] or %v/v, *w/w or v/w* acceptable range). The Goods should conform to standards specified in the following compendia: [The Procuring Entity should specify an acceptable pharmacopoeia standard from one of the following: The *British Pharmacopoeia,* the *United States Pharmacopoeia,* the *French Pharmacopoeia,* the *International Pharmacopoeia,* or the *European Pharmacopoeia,* the latter particularly for raw materials.] *The standards will be the latest edition unless otherwise stated by the Procuring Entity or other if applicable.* In case the pharmaceutical product is not included in the specified compendium, *but included in the Procuring Entity's national essential drug list, the Procuring Entity should clearly indicate acceptable limits and* the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.

1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and *labeling*) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in Kenya. All packaging must be properly sealed and tamper-proof, *and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority(RA). The Procuring Entity should specify any additional special requirements*.

1.4 All labeling and packaging inserts shall be in the language requested by the Procuring Entity or English if not otherwise stated.

1.5 Goods requiring refrigeration or freezing *or those that should not fall below a certain minimum temperature* or stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.

1.6 Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the Tender of the prescriber's information for any specific goods the Procuring Entity may request.

2. Labeling Instructions

2.1 The label of the primary container for each pharmaceutical and vaccine product shall meet the W210 GMP standard and include:

a) The international all nonproprietary name (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;

b) dosage or m, e.g., tablet, ampoule, syrup, etc.;

c) the active ingredient" per unit, dose, tablet or capsule, etc.";

d) the applicable pharmacopoeial standard;

e) the Procuring Entity's logo and code number and any specific color coding if required;

f) content per pack;

g) instructions for use;

h) specials to rage requirements;

i) batch number;

j) date of manufacture and date of expiry (in clear language, not code);

k) name and address of manufacture;

l) any additional cautionary statement.

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

3. Case Identification

3.1 All cases should prominently indicate the following:

a) Procuring Entity's line and code numbers;

b) The generic name of the product;

c) The dosage form(tablet, ampoule, syrup);

d) Date of manufacture and expiry(in clear language not code);

e) Batch number;

f) Quantity per case;

g) Special instructions for storage;

h) Name and address of manufacture;

i) Any additional cautionary statements.

3.2 No case should contain pharmaceutical products from more than one batch.

4. Unique Identifiers

4.1 The Procuring Entity shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the *labels of the containers* used for packaging and in certain do sage forms, such as tablets, *and ampoules* and this will be in the Technical Specifications. The design *and detail will be clearly indicated at the time of Tendering, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.*

5. Standards of Quality Control for Supply

5.1 The successful Supplier will be required to furnish to the Procuring Entity:

a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitativeassay,chemicalanalysis,sterility,pyrogencontentuniformity,microbiallimit,andothertests, asapplicabletotheGoodsbeingsuppliedandthemanufacturer'scertificateofanalysis.

b) As say methodology of any or all tests if requested.

c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. *This information would be supplied on a strictly confidential basis only.*

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

5.2 The Supplier will also be required to provide the Procuring Entity with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

SAMPLE TECHNICAL SPECIFICATION VACCINES

1. Product Qualification Requirements

Option A

1.1 The Goods to be purchased by the Procuring Entity under this Invitation to Tender must be produced under the control of a recognized, well-functioning National Control Authority (NCA) for biological, which performs all six critical functions as defined by the World Health Organization(WHO):

a) Licensing based on published set of requirements
b) Surveillance of vaccine field performance
c) System of lot release for vaccines
d) Use of laboratory when needed
e) Regular inspections for good manufacturing practices(GMP)
f) Evaluation of clinical performance Or state the following:

Option B

1.1 The Goods under this Invitation to Tender should be purchased from WHO-approved sources only.

1.2 The Goods to be purchased by the Procuring Entity under this Invitation to Tender must be produced in accordance with the GMP recommendations of WHO for biological products.

1.3 The Goods to be purchased by the Procuring Entity under this Invitation to Tender must be registered by the National Control Authority (NCA) of Kenya.

2. Product Specifications

2.1 Dosage form (e.g.: oral or injectable; liquid or freeze dried with sterile diluent packed separately, etc.).

2.2 Type (e.g.: "live attenuated," "manufactured from purified inactivated (...) obtained from human plasma or manufactured using recombinant DNA technology," etc.).

2.3 Administration (e.g.: "intended for intramuscular injection," etc.).

2.4 Description of intended use (e.g.: "immunization of new born infants," etc.).

2.5 Dosage size (if not restrictive), or expected immune genic reaction (e.g.: each dose shall contain that amount of Hbs ag-protein with micrograms/ml specified by the manufacturer for new born dosage, that when given as part of a primary immunization series[3doses] is capable of producing specific humoral anti-body [anti-HBs] at a level of at least10milliinternationalunitsin>-90 percent of recipients," etc.).

2.6 Dose package (e.g.: "5 infant dose sterile glass vials," etc.).

2.7 Filling volume (e.g.: "final product should contain 15% overfill," etc.).

2.8 Closures (e.g.: "vaccine vials shall befitted with closures that conform to ISO standard 8362-2").

2.9 Storage temperature (e.g.: "2–8 degrees C. Do not freeze," or as appropriate, etc.).

2.10 The product should remain stable up to the indicated test expiry date if kept according to the required storage temperature.

2.11 Standards (e.g.: "The vaccine should conform to standards established by Kenya or, where no standard has been adopted, meet current requirements published by the WHO Expert Committee on Biological Standardization, or requirements of an established body of equivalent stature such as the *U.S. Pharmacopoeia, the British Pharmacopoeia, the French Pharmacopoeia, or the International Pharmacopoeia*").

3. Labeling Requirements

3.1 Each vial or ampoule shall carry the manufacturer's standard label in the language of Kenya, if available at no extra charge; otherwise, the label shall be in English.

3.2 Each vial or ampoule label shall state the following:

a) Name of the vaccine;
b) Name of the manufacturer;

c) Place of manufacture;

d) Lot number;

e) composition;

f) concentration;

g) dose mode for administration;

h) expiration date;

i) storage temperature;

j) any other information that is appropriate.

3.3 All labeling shall with stand immersion in water and remain intact.

4. Packing Requirements

4.1 Inner boxes: Inner Boxes shall contain no more than (*number*) individual vials/ampoules and shall be constructed of sturdy white cardboard outfitted with individual segments for protecting and separating each vial/ampoules.

4.2 Printed materials: Each inner box shall contain at least (*number*) manufacturer's standard package inserts in the language of Kenya if available at no extra charge; otherwise, package insert shall be in English.

4.3 Over packing: Inner boxes shall be over packed so that the vaccine remains refrigerated as designated in Clause 2.9. The over packing must be suitable for export handling and be in accordance with WHO Expanded Program of Immunization (EPI) Guidelines on International Packaging and Shipping of Vaccines including all measures needed to maintain required temperatures for seventy-two (72) hours. It must have adequate insulation and sufficient refrigerant to ensure that the warmest storage temperature of the vaccine does not rise above that designated in Sub-Clause 2.9 when exposed to continuous outside temperature of +43 degrees C, nor fall below that specified of-20 degrees C during transit and for a period of at least twenty-four (24) hours after arrival at the airport destination. Additional cushioning shall be provided sufficient to protect the vials/ampoules from breakage during transit and handling.

4.4 Exterior shipping cartons: Product and printed materials, packaged as described above, shall be packed in weather-resistant, triple-wall corrugated fiberboard cartons with a bursting test strength of not less than 1,900k Pa. The overall dimensions of the exterior shipping cartons should be such that the product does not become damaged during transportation and storage.

No shipping carton should contain vaccine from more than one lot.

4.5 Cold chain monitor cards: Each insulated shipping container must include appropriate temperature-monitoring devices designated by the Procuring Entity.

a) At least two suitable cold chain monitor cards, as approved by the Procuring Entity, shall be packed in each transport case of vaccine.

b) Freezewatchindicatorsshallbeincludedineachtransportcaseatthedirectionof Procuring Entity.

5. Marking Requirements

5.1 All containers and invoices must bear the following information:

a) The name of the vaccine;

b) Expiration date of the vaccine;

c) Appropriate storage temperature.

5.2 Inner boxes: The inner boxes containing vaccine vials or ampoules shall be marked with the following information in a clearly legible manner that is acceptable to the Procuring Entity:

d) Generic name and trade name of the vaccine;

e) Manufacturer's name and trade registered address;

f) Manufacturer's national registration number;

g) Lot or batch number;

h) Composition and concentration;

i) Number of vials contained in box;

j) Expiration date (month and year in clear language, not code);

k) Instructions for storage and handling;

l) Place of manufacture (Made in_____).

5.3 Exterior Shipping Cartons: The following information shall be stenciled or labeled on the exterior shipping cartons on two opposing sides in bold letters at least 30 mm high with waterproof ink in a clearly legible manner that is acceptable to the Procuring Entity.

m) Generic name and trade name of the vaccine;

n) Lot or batch number;

o) Expiration date (month and year in clear language, not code);

p) Manufacturer's name and registered address;

q) Manufacturer's national registration number;

r) Destination airport and routing;

s) Consignee's name and address in full;

t) Consignee contact name and telephone number;

u) Number of vials or ampoules contained in the carton;

v) Gross weight of each cart on (in kg);

w) Carton#_____of_____;

x) Instructions for storage and handling;

y) Contract number;

z) Place of manufacture (Made in_____).

6. Quality Control for Supply

6.1 All goods must:

a) meettherequirementsofmanufacturinglegislationandregulationofvaccinesinthecountryoforigin;

b) meetinternationallyrecognizedstandardsforsafety,efficacy,andquality;

c) conform to all the specifications and related documents contain here in;

d) befitforthepurposesexpresslymadeknowntotheSupplierbytheProcuringEntity;

e) be free from defects in workmanship and materials; and

f) be certified by competent authority in the manufacturer's country according to resolution WHA28-65(2), of the WHO release certificate.

6.2 The Supplier will be required to furnish to the Procuring Entity with each consignment;

a) AcertificateofqualitycontrolandtestresultsinconformitywiththeWHOreleasecertificate.

b) Assay methodology of any or all tests if required.

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

6.3 Pre-shipment inspection and testing: The Supplier will be required to provide the Procuring Entity or his representative with access to the product as packed for shipment at the sellers' factory and/or warehouse at a mutually agreeable time prior to shipment of the product.

a) The Procuring Entity may inspect and sample, or cause to be sampled, such product.

b) The Procuring Entity may cause independent laboratory testing to be performed as deemed necessary to ensure that the Goods con form to prescribed requirements.

The testing laboratory shall be of the Procuring Entity's choice and suitably equipped and qualified to conduct quality control test on biological products.

TECHNICAL SPECIFICATIONS FOR CONDOMS

1. Product and Package Specifications

1.1 The Goods must conform to the manufacturer's current standards for condoms and specified in line with the ISO 4074 Standard for Latex Rubber Condoms.

1.2 The specifications for the Goods shall indicate critical factors, i.e., bursting volume and pressure, freedom from holes, width and length, thickness, lubricant quality, and viscosity.

1.3 The Goods and packaging and labeling components shall meet the standards specified in the latest WHO specification, including batch-by-batch independent quality control laboratory tests.

1.4 Condomsshouldbeshippedinspecialcontainerstoensurestabilityintransitfrompointofshipmenttoport/air port of entry and point of destination for CIP deliveries. Any special temperature requirements must be designed to meet the climatic conditions prevailing in Kenya, and the Procuring Entity should advise the Supplier of any particular requirements.

2. Labeling

2.1 TheprimarypackshouldbelabeledinaccordancewiththelatestWHOspecificationsandinclude:

a) Manufacturer's name;
b) Batch number (printed at the time of packaging);
c) Month and year of expiry; and
d) Any other information as requested by the Procuring Entity.

2.2 The secondary packing, i.e., the inner box, should be labeled in accordance with the latest WHO specifications and include:

e) Batch number;
f) Month and year of manufacture (including the words: Date of Manufacture/month/year);
g) Manufacturer's name and registered address;
h) Nominal width expressed in millimeters;
i) Number of condoms in box;
j) Instructions for storage; and
k) Month and year of expiry.

3. Packaging Specification

3.1 All exterior shipping cartons and packaging must comply with the latest WHO specification for packaging of condoms.

4. Case Identification

4.1 All cases should predominantly indicate the following:

a) Batch number;
b) Monthandyearofmanufacture(includingthewords:DateofManufacture/month/year);
c) Name and address of supplier;
d) Nominal width expressed in millimeters;
e) Number contained in the carton;
f) Instructions for storage and handling; and
g) Month and year of expiry.

5. Lot Traceability

5.1 All exterior shipping cartons for each batch should be assembled and shipped together to facilitate the monitoring of batch quality during shipping and storage.

5.2 Both codes should be used on exterior shipping cartons, color coded for ease of identification if requested by the Procuring Entity.

6. Unique Identifiers

6.1 The Procuring Entity will have the right to request the Supplier to imprint, provided the quantity justifies it, a logo on the packaging of the condoms. The design and details will be clearly indicated at the time of Tendering and shall be provided to the Supplier at the time of contract award.

7. Standards of Quality Control for Supply

7.1 The Supplier will be required to provide the Procuring Entity with access to its manufacturing facilities to inspect compliance with the GMP requirements and quality control mechanisms.

8. Quality Control Testing

8.1 a) The Supplier shall be required to carry out testing of a proposed shipment in line with the WHO specification, and the size of sample will be calculated by reference to ISO2859-1.

b) With each consignment the Supplier must provide a certificate of quality control test results in conformity with the WHO specifications and in accordance with the general sampling levels appropriate to each feature as necessary.

3. INSPECTIONS AND TESTS

The following inspections and tests shall be performed: .

- Packaging
- **Product Conformity to specifications**
- **Any other Tests as will be applicable**

PART 3 - CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings here by assigned to them:

(a) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(b) "Contract Documents" means the documents listed in the Framework Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Framework Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Contract" means the Framework Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(e) "Day" means calendar day. "GCC "means the General Conditions of Contract.

(f) "Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms Supplier is required to supply to the Procuring Entity under the Contract.

(g) **"Laws"** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

(h) **"Letter of Acceptance"** means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

(i) "Procuring Entity" means the Entity named in the Special Conditions of Contract. "Procuring Entity" means

the entity purchasing the Goods and Related Services, as specified **in the SCC.**

(j) "Public Procurement Regulatory Authority (PPRA)"shall mean the agency responsible in Kenya for regulating and monitoring the public procurement unction

(k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in Kenya in accordance with the Applicable Law.

(l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(m) "Supplier" means the person, private or government entity, or a combination of the above, who's Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Framework Agreement.

(n) "The Project Site," where applicable, means the place named **in the SCC.**

(o) SCC" means the Special Conditions of Contract.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Framework Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Framework Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

a) The Framework Agreement,

b) The Letter of Acceptance,

c) The Special Conditions– Part A,
d) The Special Conditions–Part B
e) The General Conditions of Contract
f) The Form of Tender,
g) The Specifications and Schedules of the Drawings(if any),and
h) The Schedules of Requirements and any other documents forming part of the Contract.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with anti-corruption laws and guidelines and its prevailing sanctions policies and procedures as set forth in Laws of Kenya.

3.2 The Procuring Entity requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms specified **in the SCC**.

b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified **in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3.2 Framework Agreement

4.3.2.1 The Parties shall enter into a Framework Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

4.3.2.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement Goods by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Supplier to commence the Goods on a particular package in a specified location within the duration of the agreement.

4.3.2.3 This Framework Agreement does not guarantee the supplier of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.

4.3.2.4 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Goods from other firms.

4.3.2.5 This Framework Agreement does not stop the Procuring Entity from removing the supplier from the same Agreement.

4.3.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Supplier extend this Agreement where the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

4.3.2.7 Call-off Contracts; for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the supplier to furnish a Performance Security and to start the Goods thereafter, and providing the supplier with details of location where the Goods, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

4.4 Amendment

No amend mentor other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

a) Subject to GCC Sub-Clause4.5 (b)below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered in valid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the English language**.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable totheProcuringEntityforthefulfillmentoftheprovisionsoftheContractandshalldesignateonepartytoactas a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontract or shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified **in the SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya**.**

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services

prohibitions in Kenya when

a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya a prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.1.1 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as herein after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause10.1shall be finally settled by arbitration.

10.2.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with both national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with are quest to submit it to arbitration and to concur in the appointment of an Arbitrator with in thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

i) Kenya National Chamber of Commerce

ii) Chartered Institute of Arbitrators (Kenya Branch)

iii) The Law Society of Kenya

10.3.2 The institution written to first by the aggrieved party shall take precedence overall other institutions.

10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

10.4.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause1.4 [Law and Language].

10.5 Alternative Arbitration Proceedings

10.5.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

11. Inspections and Audit by the PPRA

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/or persons appointed by the PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by the PPRA. The Supplier's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified **in the SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance withGCCClause12, and the Delivery and Completion Schedule, as per GCCClause13.

15 Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized **in the SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified **in the SCC.**

16.2 The Supplier's Invitation to payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCCClause13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or Invitation to payment by the Supplier, and after the Procuring Entity has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period

set forth **in the SCC,** the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown **in the SCC,** for the period of delay until payment has been made in full, whether before or after judgment t or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya.

17.2 For goods Manufactured within Kenya, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Procuring Entity shall use its Lowest efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the performance of the Contract in the amount specified **in the SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity **in the SCC,** or in another form at acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise **in the SCC.**

19. Certification of Goods in Accordance with Laws of Kenya

19.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in Kenya. The Procuring Entity undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in Kenya as specified **in the SCC**.

19.2 Unless otherwise specified **in the SCC,** the Contract shall become effective on the date("the Effective Date") that the Supplier receives written notification from the relevant authority in Kenya that the Goods have been registered for use in Kenya.

19.3 If thirty (30) days, or such longer period specified **in the SCC,** elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 19.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's Performance Security shall be promptly returned.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses20.1 and 20.2 above, however, shall not apply to information that:

a) the Procuring Entity or Supplier need to share with the PPRA or other institutions participating in the financing of the Contract;
b) now or here after enters the public domain through no fault of that party;
c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties here to prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 The Goods supplied under this Contract shall conform to technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

23. Packing and Documents

23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 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, including additional requirements, if any, specified **in the SCC,** and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified **in the SCC, the** Goods supplied under the Contract shall be fully insured-in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation and Incidental Services

25.1 Unless otherwise specified **in the SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC:**

a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified **in the SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and /or at the Goods' final destination, or in another place in Kenya as specified **in the SCC.** Subject to GCCSub-Clause26.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

a) Said inspection and testing is for the Procuring Entity's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.

c) Upon receipt of the Goods at place of final destination, the Procuring Entity's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Procuring Entity that the Goods were received in apparent good order. The Procuring Entity will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

26.5 Where the Supplier contests the validity of the rejection by the Procuring Entity or his representative, of any inspection as required by 26.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Procuring Entity or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Procuring Entity and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party;

26.6 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.7 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.8 The Procuring Entity may reject any Goods or any part there of that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause26.4.

26.9 The Supplier agrees that neither the execution of attest and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.7, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date (s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified **in the SCC** of the delivered price of the

delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified **in the SCC.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCCClause35.

28. Warranty

28.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/ airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with shelf life of two years or less, unless otherwise specified **in the SCC;** have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect willfully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

28.2 The Procuring Entity shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Procuring Entity, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Procuring Entity. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

28.3 In the event of a dispute by the Procuring Entity, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Procuring Entity and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Procuring Entity will meet all costs for such analysis.

28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 28.2 above, the Supplier fails to replace the defective Goods within the period specified **in the SCC** the Procuring Entity may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Procuring Entity may have against the Supplier under the Contract. The Procuring Entity will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract. *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Procuring Entity within fourteen (14) Days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Procuring Entity will, at the Supplier's expense, carry out the recall.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design ,trade mark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced there by in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30 Limitation of Liability

31.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 29,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Kenya where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has there by been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCCClause15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause there of. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
b) the method of shipment or packing;
c) the place of delivery; and
d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified **in the SCC**, any variation to the contract resulting from a value engineering proposal agreed between the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCCClause32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
   i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCCClause34;
   ii) if the Supplier fails to perform any other obligation under the Contract; or
   iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a of the Appendix to the GCC, in competing for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not per formed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

c) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

35.3 Termination for Convenience.

d) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

e) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

i) To have any portion completed and delivered at the Contract terms and prices; and/or

ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause35.3.

APPENDIX TO GENERAL CONDITIONS

Section IX-Special Conditions of Contract The following Special Conditions of Contract (SCC) shall supplement and/ or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 1.1(i)	The Procuring Entity is: **LAIKIPIA COUNTY GOVERNMENT**
GCC 1.1 (n)	The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]*
GCC 4.2 (b)	The version edition of Incoterms shall be *[insert date of current edition]*
GCC 5.1	The language shall be: [*insert the name of the language]*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Postal address (full postal address) Physical Address (full Location Address- *insert city, street name, Building name floor number, room number)* Telephone: *[include telephone number, including country and city codes]* Electronic mail address*: [insert e-mail address, if applicable]*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: *[The tendering document should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of Kenya. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the tendering document.* *"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of Kenya."]* ***(a) Contract with foreign Supplier:*** *[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCIAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]* ***If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	present in force. ***If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:*** GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. ***If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:*** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. ***If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:*** GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause. ***(b) Contracts with Supplier national of Kenya:*** In the case of a dispute between the Procuring Entity and a Supplier who is a national of Kenya, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
GCC 10.4.2	The place of arbitration shall be ---------- (specify City and Country).
GCC 13.1	***Sample provision*** ***For Goods supplied from abroad:*** Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company: (i) three originals and two copies of the Supplier's invoice, showing Procuring Entity as *[enter correct description of Procuring Entity for customs purposes];* the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Procuring Entity as *[enter correct name of Procuring Entity for customs purposes]* and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(iii) four copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); (viii) any other procurement-specific documents required for delivery/payment purposes. ***For Goods from within Kenya:*** Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity: (i) two originals and two copies of the Supplier's invoice, showing Procuring Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) two copies of delivery note, railway consignment notes, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as *[enter correct name of Procuring Entity for customs purposes]* and delivery through to final destination as stated in the Contract; (iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (viii) other procurement-specific documents required for delivery/payment purposes. The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *[insert "shall" or "shall not," as appropriate]* be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*
GCC 16.1	***Sample provision*** GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in (_____) *[currency of the Contract Price]* in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering document or another form acceptable to the Procuring Entity. (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed Form of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. Payment of local currency portion shall be made in _____*[currency]*within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed. **Payment for Goods and Services supplied from within Kenya:** Payment for Goods and Services supplied from within Kenya shall be made in _____*[currency]*, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering document or another form acceptable to the Procuring Entity. (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be *[insert number]* days. The interest rate that shall be applied is *[insert number] %*
GCC 18.1	A Performance Security *[insert "shall" or "shall not" be required]* *[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity's perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 18.3	If required, the Performance Security shall be in the form of: [*insert "a Demand Guarantee" or" a Performance Bond"]* If required, the Performance security shall be denominated in *[insert "a freely convertible currency acceptable to the Procuring Entity" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]*
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC19.1	The registration and other certification necessary to prove registration in Kenya is *[insert: details of **registration** and other **certification** necessary to prove registration in Kenya.]*
GCC19.2	The Effective Date of the Contract is *[insert: **date of Contract signing** if EITHER: (i) the Goods have already been registered at the time of Contracting signing OR (ii) registration of the Goods is not a requirement under the Applicable Law. Otherwise, delete and insert **"NOT USED."**]*
GCC19.3	The time period shall be *[insert: **a number greater than 30]*** days. *[If not used, delete and insert **"NOT USED."**]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: [*insert in detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]*
GCC 25.2	Incidental services to be provided are: *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]*
GCC 26.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 26.2	The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*
GCC 27.1	The liquidated damage shall be: [*insert number]* % per week
GCC 27.1	The maximum amount of liquidated damages shall be: *[insert number]* %
GCC 28.1	[*Insert any alternative warranty requirements or indicate: "No changes to GCC 28.1"]*
GCC 28.4	The period for replacement shall be: *[insert number]* days.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 33.4	*[Value engineering may be included if it has been specified]* Value Engineering: The Supplier may, at any time, submit to the Procuring Entity a written value engineering proposal that seeks to yield any benefits to the Procuring Entity, without sacrificing the necessary functions or **quality** of the Goods or Related Services. The value engineering proposal shall be prepared at the cost of the Supplier. If the value engineering proposal is approved by the Procuring Entity and results in a reduction of the Contract Price, the amount to be paid to the Supplier shall be a percentage **_____** ***[insert appropriate percentage. The percentage is normally up to 50%***] of the amount of the reduction in the Contract Price.

Special Conditions of Contract

PHARMACEUTICALS

(Additional Clauses)

The below data should be included in the Special Conditions of Contract used in tendering document for the procurement of pharmaceuticals.

GCC 13.1	***For Goods supplied from abroad:*** (ix) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied. (x) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.

Special Conditions of Contract

VACCINES

(Additional Clauses)

The below data should be included in the Special Conditions of Contract for the procurement of vaccines.	
GCC 13.1	***For Goods supplied from abroad:*** (ix) one copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped. (x) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies. ***For Goods from within Kenya:*** (x) one copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
GCC 28.1	***[Sample clauses]*** The Procuring Entity reserves the right to request evidence of bio-availability and/or bio-equivalence data and/or evidence of the basis for expiration dating and other stability data concerning the Goods to verify shelf life claimed for the Goods. If an adverse event following immunization (AEFI) occurs in Kenya and the cause of such

Special Conditions of Contract

CONDOMS

The below data should be included in the Special Conditions of Contract for the procurement of condoms.	
GCC 13.1	***For Goods supplied from abroad**:* (ix) original copy of quality control tests for each consignment as stated in SCC 26 hereafter. (x) original copy of the certificate of inspection furnished to Supplier by nominated inspection agency and six copies *[where separate inspection is required]*. **For Goods from within Kenya:** (ix) certificate of in-house analysis.
GCC 26.4	(d) *The Supplier shall test batches of Goods ready for shipment in accordance with the WHO specification. The size of the sample for testing will be calculated by reference to ISO2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of such tests.*

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

a) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SECTION X - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Tenderer after Contract award.

Table of Forms

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form*]

For the attention of Tenderer's Authorized Representative Name:..... *[insert Authorized Representative's name]*

Address: ..... *[insert Authorized Representative's Address]* Telephone/Fax numbers: ..... *[insert Authorized Representative's telephone/fax numbers]*

Email Address:..... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by .....*[email/fax]* on *[date]* (local time)

Notification of Intention to Award Procuring Entity:..... *[insert the name of the Procuring Entity]*

Contract title..... *[insert the name of the contract]*

ITT No: ..... *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) Request a debriefing in relation to the evaluation of your Tender, and/or

b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1) The successful Tenderer

Package No.	**Name of successful Tenderer**	**Address of the successful Tenderer**	**Contract price of the successful Tenderer**
Lot No.			
Lot No.			
Lot No.			
Lot No.			
Lot No.			
Lot No.			

2) **Other Tenderers [INSTRUCTIONS:** insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as readout.]

Package No.	Name of Tenderer	Address of the Tenderer	Tender price	evaluated price
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				

3) Reason/s why your Tender was unsuccessful

4) How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Invitation to debriefing as follows:

Attention:*[insert full name of person, if*

applicable] **Title/position**: *[insert*

title/position] **Agency**: *[insert name of Procuring*

Entity] **Email address**: *[insert email*

address] **Fax number**:*[insert fax number]****delete if***

not used

If your Invitation to a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are un able to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a de briefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5) How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:*[insert full name of person, if applicable]* **Title/position**: *[insert title/position]* **Agency**: *[insert name of Procuring Entity]* **Email address**: *[insert email address]* **Fax number**:*[insert fax number]****delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:
Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website procurement@ppra.go.ke or complaints@ppra.go.ke provides a useful explanation of the process, as well as a sample Form of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submit ted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint with in the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6) Standstill Period

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email:_____

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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….. for .....(Tender description).

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address .....P. O. Box 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.

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

3. LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date] To:*[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.....***

This is to notify you that your Tender dated.....***[insert date]***.....for execution of the.....***[insert name of the contract and identification number, as given in the SCC]***..... for contract Lot No… …… (amount……...), Lot No… …… (amount.....), Lot No… …… (amount……...). etc. are hereby accepted by ..... (name of Procuring Entity
You are requested to arrange to sign the Framework Agreement within 28 days in accordance with the Conditions of Contract. On being instructed to commence the contract on any of the packages you have won, by a call-off notification, you will be requested to furnish for the particular package a Performance Security within 28 days in accordance with the Conditions of Contract, and for that purpose, using one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.
Authorized Signature:

Name and Title of

Signatory: Name of

Agency:

Attachment: Framework Agreement

4. CONTRACTAGREEMENT

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the *[insert: **number**]* day of [*insert: **month**], [insert: **year**]*.

BETWEEN

1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Kenya, or corporation in Kenya* and having its principal place of business at *[insert address of Procuring Entity**]*** (hereinafter called "the Procuring Entity"), of the one part, and

2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (herein after called "the Supplier"), of the other part:

WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]*and has accepted a Tender by the Supplier for the supply of those Goods and Services.

The Procuring Entity and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the min the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail overall other contract documents.
   a) The Form of Acceptance
   b) The Form of Tender
   c) the Addenda Nos. (if any)
   d) Special Conditions of Contract
   e) General Conditions of Contract
   f) The Specification (including Schedule of Requirements and Technical Specifications)
   g) the completed Schedules (including Price Schedules)
   h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

4. The Procuring Entity here by covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 where of the parties here to have caused this Agreement to be executed in accordance with the laws of *Kenya* on the day, month and year indicated

above. For and on behalf of the Procuring Entity

Signed:_____*[insert signature]* in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]* For and on behalf of the Supplier

Signed:*[insert signature of authorized representative(s) of the Supplier]* in the capacity of *[insert title or other appropriate designation]* in the presence of*[insert identification of official witness]*

5. PERFORMANCE SECURITY

Bank Guarantee *[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated] [Guarantor letterhead or SWIFT identifier code]* Beneficiary: .....

[insert name and Address of Procuring Entity]

Date:..... *[Insert date of issue]*

PERFORMANCE GUARANTEE No. ..... *[Insert guarantee reference number]*

Guarantor ..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that ..... *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of ..... *[insert name of contract and brief description of Health Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total amount of..... *[insert amount in figures]* (.....) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation (s)under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the.....Day of.....,2..... [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is here by excluded.

[Signature]

Note: All italicized text (including foot notes) is for use in preparing this form and shall be deleted from the final product.

[1] The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Form of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

[2] Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written Invitation to such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

6. ADVANCE PAYMENT SECURITY

[Guarantor letter head or SWIFT identifier code]

Beneficiary ..... *[Insert name and Address of Procuring Entity]*

Date:..... *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor ..... *[Insert name and address of place of issue, unless indicated in the letter head]*

We have been informed that ..... *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (here in after called "the Applicant") has entered into Contract No. .....*[insert reference number of the contract]* dated .....*[insert date]* with the Beneficiary, for the execution of .....*[insert name of contract and brief description of Health Goods and related Services]* (herein after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of.....*[insert amount in figures]* (.....) *[insert amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

a) Has used the advance payment for purposes other than toward delivery of Goods; or

b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.....*[insert number]*at..... *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety
(90) percent of the Accepted Contract Amount, has been certified for payment, or on the..... *[insert day]* day of .....*[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature]

Note: *All italicized text (including foot notes)is for use in preparing this form and shall be deleted from the final product.*

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

7. BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated__*[insert date of notification of award]* to furnish additional information on beneficial ownership:_____*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect…….. .	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect…….. .	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. **e.t .c**						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer..... *[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender .....[insert complete title of the person signing the Tender]

Signature of the person named above ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of.....[Insert month], [insert year]