

# **South Nyanza Sugar Company Limited**

P.O. Box 107, CODE40405, SARE – AWENDO (KENYA)  
TELEPHONE: 020-8029200/01, 020-8039202, 020-8049203  
MOBILE: 0722 – 205345, 205346, 205347  
0733 – 333348, 333349, 333350  
FAX: 020-8029204



**SONYSUGAR**  
Simply The Sweetest

## **TENDER DOCUMENT**

### **TENDER FOR SUPPLY OF MEDICAL DRUGS & NONPHARMACEUTICALS ON FRAMEWORK AGREEMENT FOR (12 MONTHS) FINANCIAL YEAR 2024/2025**

**TENDER REF. NO SNSC/387/2024/2025**

**TENDER CLOSING DATE: 18<sup>TH</sup>, APRIL, 2024 AT 10.00 AM**

1. **INVITATION TO TENDER by;**

South Nyanza Sugar Company Limited,  
Off Kisii – Migori Road  
P.O. Box 107  
Sare – Awendo  
(Procurement Office)

**FRAMEWORK AGREEMENT NAME AND DESCRIPTION...*SUPPLY OF MEDICAL DRUGS&NONPHARMACEUTICALS***

2. South Nyanza Sugar Company Limited invites sealed tenders for the supply of Medical Drugs and Non Pharmaceuticals

**TENDERS WILL BE AWARDED ON THE BASIS OF FRAMEWORK AGREEMENT**

3. Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
4. **Tenderers will be allowed to tender for one or more lots”. N/A**
5. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *7.00am-5.00pm week days* at the address given below.
6. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of (*not applicable*) in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website [www.sonysugar.co.ke](http://www.sonysugar.co.ke). Tender documents obtained electronically will be free of charge.
7. Tender documents may be viewed and downloaded for free from the website [www.sonysugar.co.ke](http://www.sonysugar.co.ke). Tenderers who download the tender document must forward their particulars immediately to [administration@sonysugar.co.ke](mailto:administration@sonysugar.co.ke) OR [tenders@sonysugar.co.ke](mailto:tenders@sonysugar.co.ke) 0208029201/2/3 cell.0722205345 P.O.Box 107-40405 Sare Awendo to facilitate any further clarification or addendum.
8. All Tenders must be accompanied by a [insert “tender Security” or “Tender-Securing Declaration,” as appropriate] of [insert amount and currency in case of a tender Security.] - N/A
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted. Completed tenders must be delivered to the address below on or before **18<sup>TH</sup>, APRIL, 2024 AT 10.00 AM**
- Electronic Tenders: - Will not be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. The addresses referred to above are:

**Address for obtaining further information and for obtaining tender documents**

South Nyanza Sugar Company Limited,  
Off Kisii – Migori Road

P.O. Box 107  
Sare – Awendo  
(Managing Director Office)

Head of Procurement  
Tel no.020-809200-3/020-8029043  
Email: tenders@sonysugar.co.ke

**Address for Submission of Tenders.**

South Nyanza Sugar Company Limited,  
Off Kisii – Migori Road  
P.O. Box 107  
Sare – Awendo  
(Managing Director Office /Tender Box)

**Address for Opening of Tenders.**

South Nyanza Sugar Company Limited,  
Off Kisii – Migori Road  
P.O. Box 107  
Sare – Awendo  
(Managing Director Office /Tender Box)

**Contact Person**

Head of Procurement-tenders@sonysugar.co.ke

Signature

Date

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# **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### Scope of Tender

- 1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 1.2 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;
  - c) “Day” means calendar 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 official public holidays.

### 2 **Fraud and Corruption**

#### 2(a) **FRAMEWORK AGREEMENT**

- 2.1 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.
- 2.2 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.
- 2.3 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 this tender. 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 **Eligible Tenderers**

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*wives, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

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. The maximum number of JV members shall be specified in the **TDS**.

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother 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.
- 3.3 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 - representative or ownership 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 1.1** 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 has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, 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.

33.1 The evaluation and award of contracts will be based on packages.

34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

35 A firm that is a Tenderer (either individually or as a JV member) shall not submit 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. 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.

36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. 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.

37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the [PPRA's website www.ppra.go.ke](http://www.ppra.go.ke)

38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

39 Tenderers may be ineligible if their countries of origin (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 for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Tenderers shall provide the qualification information statement that the tenderer (including all

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

- 311 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 312 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](http://www.cak.go.ke).
- 313 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4 Eligible Goods and Related Services**

- 41 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 42 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 43 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.
- 44 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
  - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
  - c) goods manufactured, mined, extracted or grown in Kenya.
- 45 Any goods, works and production processes with characteristics 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.

#### **5 Sections of Tendering Document**

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

##### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

##### **PART 2: Supply Requirements**

- v) Section V - Schedule of Requirements

##### **PART 3: Contract**

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)

viii) Section VIII- Contract Forms

- 52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 54 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.

**6 Clarification of Tendering Document**

- 61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, 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 Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 65 The Procuring Entity shall also promptly publish anonymized (*no names*)Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualification of a Tenderer.

**7 Amendment of Tendering Document**

- 71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender 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.
- 73 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 21.2.

**C. Preparation of Tenders**



## **8 Cost of Tendering**

81 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 of the conduct or outcome of the Tendering process.

## **9 Language of Tender**

91 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 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.

## **10 Documents Comprising the Tender**

101 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the **TDS**.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter 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.

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

## **11 Form of Tender and Price Schedules**

111 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. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

## **12 Alternative Tenders**

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

## **13 Tender Prices and discounts**

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

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

- 133 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.
- 134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
- 135 Prices quoted by the Tenderer shall be fixed during the 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 28. 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.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for 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 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation 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. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. 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) final destination point indicated in the **TDS**, 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 sales tax and other taxes which will be payable in Kenya 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 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**;
    - ii) 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 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) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
    - iv) 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, the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### **14 Currencies of Tender and Payment**

- 141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 142 The Tenderer shall quote in Kenya shillings. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

#### **15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

- 151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the 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.
- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the Procuring Entity.
- 155 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.

#### **16 Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required in the TDS, a Tenderer that does not manufacture or produce the 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, if required in the TDS, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking 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.

#### **17. Period of Validity of Tenders**

- 171 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 ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

- 172 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 18, 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, except as provided in ITT 17.3.
- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
  - b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

## **18 Tender Security**

- 181 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**.
- 182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- 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 letter of credit; or
  - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. 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 a bidder declines to extend tender validity period.
- 187 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.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT 45; or
    - ii) furnish a Performance Security in accordance with ITT 46.

- 189 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.
- 18.10 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 letter of intent referred to in ITT3.1 and ITT 10.2.
- 18.11 A tenderer shall not issue a tender security to guarantee itself.

## **19. Format and Signing of Tender**

- 19.1 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 12, 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.
- 19.2 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.
- 19.3 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 TDS** and 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.
- 19.4 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 each members' legally authorized representatives.
- 19.5 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**

### **20 Sealing and Marking of Tenders**

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
  - b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
  - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
    - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
    - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.
- 20.2 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
  - b) bear the name and address of the Tenderer; and
  - c) bear the name and Reference number of the Tender.
- 20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS where** such documents should be received.
  - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.

- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

20.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

## **21. Deadline for Submission of Tenders**

21.1 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 have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, 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.

## **22. Late Tenders**

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. 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.

## **23. Withdrawal, Substitution, and Modification of Tenders**

23.1 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 ITT19.3, (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 deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 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.

## **24. Tender Opening**

24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

24.2 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.

24.3 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. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 244 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.
- 245 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 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.
- 246** 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 pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 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;
  - 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.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer 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**

### **25. Confidentiality**

- 25.1 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 information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 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.
- 25.3 Notwithstanding ITT 25.2, 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.

### **26. Clarification of Tenders**

- 26.1 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 request for 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 30.

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

### **27. Deviations, Reservations, and Omissions**

27.1 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.

## **28. Determination of Responsiveness**

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28 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 obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the 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.

## **29. Non-conformities, Errors and Omissions**

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

29.2 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.

29.3 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 non-conforming item or component in the manner specified **in the TDS**. 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 best estimate.

## **30. Arithmetical Errors**

30.1 The tender sum as 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.

30.2 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, 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.

303 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### **31. Conversion to Single Currency**

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

### **32. Margin of Preference and Reservations**

32.1 A margin of preference may be allowed on locally manufactured 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.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

32.3 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

32.5 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 may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. 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.

### **33. Evaluation of Tenders**

33.1 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 tender documents; and
- b) the lowest evaluated price.

33.2 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and

## Qualification Criteria.

- 333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 335 The Procuring Entity's evaluation of a Tender will include and consider:
- 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;
- 336 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 additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

## **34. Comparison of Tenders**

- 34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

## **35. Abnormally Low Tenders**

- 35.1 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.
- 35.2 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.
- 35.3 After evaluation of the price analysis, 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.

## **36. Abnormally High Tenders**

- 36.4 An abnormally high 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 tender 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, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, 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 relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **37. Post-Qualification of the Tenderer**

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

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), 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 qualifications to perform satisfactorily.

### **38. Lowest Evaluated Tender**

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

### **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.**

39.1 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 notification 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**

### **40. Award Criteria**

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

### **41. Procuring Entity's Right to Vary Quantities at Time of Award**

41.1 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**.

## **42. Notice of Intention to enter into a Contract**

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 into 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 Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

## **43. Standstill Period**

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

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

## **44. Debriefing by the Procuring Entity**

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, 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.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

## **45. Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, 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.

## **46. Signing of Contract**

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

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

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

## **47. Performance Security**

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms.

If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security 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 lowest Evaluated Tender.

47.3 Performance security shall not be required for a contract, if so specified in the **TDS**.

**48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by 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;

**49. Procurement Related Complaints and Administrative Review**

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

49.2 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 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.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
<b>A. General</b>	
ITT 1.1	The reference number of the Invitation for Tenders is: The Procuring Entity is: <b>South Nyanza Sugar Company Limited</b> The name of the Contract : <b>MEDICAL DRUGS&amp; NONPHARMACEUTICALS</b> The number and identification of lots (contracts)comprising this Invitation for Tenders is: <u>[insert number and identification of lots (contracts)] N/A</u>
ITT 1.2(a)	
ITT 2.3	The Information made available on competing firms is as follows: N/A  The firms that provided consulting services for the contract being tendered for are: NA
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <u>[insert a number] N/A</u>
ITT 3.7	A list of debarred firms and individuals is available on the PPRA’s website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>
ITT 3.11	erers shall be required to be to be registered with ----- ----- N/A
<b>B. Contents of Tendering Document</b>	
ITT 6.1	<b>A(Address where to send enquiries is</b>  South Nyanza Sugar Company Limited, Off Kisii – Migori Road P.O. Box 107 Sare – Awendo to reach not later than <b>18<sup>TH</sup> APRIL,2024 AT 10 10.00 AM</b>  (b) South Nyanza Sugar Co. Ltd will publish its response at the website <a href="http://www.sonysugar.co.ke">www.sonysugar.co.ke</a>
ITT 6.2	A pre-tender conference will <b>not be held</b> on _____ (specify date and time) at _____ (specify city, street, building, floor and room) N/A
ITT 6.3	The questions to reach the Procuring Entity not later than –not applicable -----
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website not applicable
<b>C. Preparation of Tenders</b>	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional documents not already listed in ITT 11.1 that must be submitted with the Tender]</i> N/A
ITT 12.1	Alternative Tenders <i>shall not be</i> considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]</i> N/A
ITT 13.5	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract). N/A Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot. N/A
ITT 13.8 (a) (i) and (iii)	Place of final destination: SonySugar Company Limited
ITT 13.8 (a) (iii)	Final Destination (Project Site): SonySugar Company Limited

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 13.8 (b) (i)	ed place of destination, in Kenya is <u>Sare -Awendo</u>
ITT 13.8 (b) (ii)	price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is SonySugar Company Limited
13.8 (c) (iv)	place of final destination (Project Site) is SonySugar Company Limited
ITT 14.2	Foreign currency requirements – <b>Quote in Kenya Shillings</b>
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>Warranty Period 12 Months</b>
ITT 16.2 (a)	Manufacturer’s authorization is: <b>Mandatory</b>
ITT 16.2 (b)	After sales service is: <b>Mandatory</b>
ITT 17.1	The Tender validity period shall be <b>120</b> days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____days. N/A  (b) The Tender price shall be adjusted by the following percentages of the tender price:  (i) By _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and N/A  (ii) By _____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension. N/A
ITT 18.1	<b><i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i></b> A Tender Security <b>shall be</b> required. A Tender-Securing Declaration <b>shall not be</b> required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be - N/A  <b><i>[If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert “Not Applicable”.] [In case of lots, please insert amount and currency of the Tender Security for each lot] AS ABOVE</i></b> <i>[Note: Tender Security is required for each lot as per amounts indicated against each lot]. N/A</i>
ITT 19.1	In addition to the original of the Tender, the number of copies is: <b>one (Original &amp; Copy Only)</b>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>power of attorney</b>
	<b>D. Submission and Opening of Tenders</b>
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: parcel to be kept by our administration office.
ITT 21.1	For <b>Tender submission purposes</b> only, the Procuring Entity’s address is South Nyanza Sugar Company Limited, Off Kisii – Migori Road P.O. Box 107 Sare – Awendo (Managing Director Office) OR Head of Procurement Tel no.020-809200-3/020-8029043 Email: tenders@sonysugar.co.ke

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	<p><b>The deadline for Tender submission is:</b>  Date: <b>18<sup>TH</sup> APRIL, 2024 AT 10AM</b>  Time 10.00 AM  Tenderers <b>shall not</b> have the option of submitting their Tenders electronically.  <i>[Note: The following provision should be included and the required corresponding information inserted <u>only</u> if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i> N/A  The electronic Tendering submission procedures shall be: <i>[insert a description of the electronic Tendering submission procedures]</i> N/A</p>
ITT 24.1	<p>The Tender opening shall take place at:  Attention: Head of procurement Offices.  South Nyanza Sugar Company Limited,  Off Kisii – Migori Road ,P.O. Box 107,  Sare – Awendo(Training centre ) on</p> <p>Date: <b>18<sup>TH</sup> APRIL, 2024 AT 10.AM</b>  Time: 10.00 AM</p>
ITT 24.6	The number of representatives of the Procuring Entity to sign is at least three
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: _____ N/A
ITT 31.1	<p>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: [KSH]  The source of exchange rate shall be: <b>[the Central Bank in Kenya. Rate]</b>  The date for the exchange rate shall be: <b>[the deadline day or Tender opening day].</b></p>
ITT 32.3	A margin of preference and/or reservation <b>shall not</b> apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria. N/A
ITT 32.5	<p>The invitation to tender is extended to the following group that qualify for Reservations  _____ NOT APPLICABLE _____  _____ who shall be duly registered with _____ NOT APPLICABLE _____</p> <p><i>(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which group qualifies).</i> N/A</p>
ITT 33.2	<b>Price evaluation will be done for _____ ITEMS _____</b> <i>(specify Items or Lots (contracts))</i>
ITT 33.2 (d)	Additional evaluation factors are _____
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <b>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary] SEE EVALUATION CRITERIA BELOW.</b></p> <p>(a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i>  (b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i>  (c) the cost of major replacement component, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and</i></p>



ITT Reference	Particulars Of Appendix To Instructions To Tenders
	<p><i>Qualification Criteria]</i></p> <p>(d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i></p> <p><i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria] SEE EVALUATION CRITERIA BELOW.</i></p>
	<b>F. Award of Contract</b>
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: <i>[insert percentage]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[insert percentage]</i></p>
ITT 41.1	<p>The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed _____ and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.</p>
ITT 47.3	<p>Performance security if so required shall be in the sum of ____ of the tender sum</p>
ITT 49.1	<p>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 <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>.</p> <p>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:</p> <p>For the attention: [James Oluoch]  Title/position: <i>[Managing Director]</i>  Procuring Entity: [SonySugar Co. ltd]  Email address: <a href="mailto:administration@sonysugar.co.ke">administration@sonysugar.co.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Tendering Documents; and</li> <li>2. the Procuring Entity’s decision to award the contract.</li> </ol>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### EVALUATION CRITERIA

#### Evaluation Criteria

The evaluation shall be carried out in three stages i.e. Mandatory Requirements, technical and financial capability.

**Technical scores weighted to 70% and Financials weighted to 30%.** Only technical proposals of firms scoring at least 70% for combined score of 100% shall be considered responsive and their Bid envelope opened and evaluated. The tender shall be awarded to the lowest evaluated bidder(s)

1) **Mandatory Requirements**-Only firms meeting all the mandatory requirements shall proceed for further evaluation.

- (i) Certificate of registration/incorporation.
- (ii) Valid tax compliance certificate.
- (iii) Registration certificate from pharmacy and poisons board and/or Manufacturer's authorization and drug list related to that manufacturer.
- (iv) Financial capacity to carry out the contract (Attach six months statement or audited accounts for the last – 2 years)
- (v) List of five corporate clients (Attach documentary evidence)
- (vi) List of Directors(both local and foreign)

#### 2) **Technical Evaluation-**

#### Technical Proposals

The technical proposals shall be evaluated using the following criteria:

- i. Demonstrate capacity at firm level (or through association) to perform the contract by providing evidence of similar supply and support in the past five years.....**45mks**
  - Physical Address( Location, contact details) ..... **5 marks**
  - Evidence of Past Performance(five clients with similar scope of supply).....**15 marks (3mks per case)**
  - Letters of Recommendations(five clients with similar scope of supply).....**15 mks (3mks per case)**
  - In-house capability and capacity to translate the company requirements. Attach CV's of all key persons proposed for the assignment, length and nature of association with the tenderer/firm. The CV shall highlight key competencies, citations and specific experience skill areas of relevance to the proposed assignment as a minimum. Qualifications and experience in the pharmacy and related field–**10 Marks...5 mks per case**
- ii. Technical specifications.....**15mks.**
  - Extent to which product features meet requirements and specifications. **10 mks**
  - Manufacturer authorization/ seal of certification to authenticate source to be included....**5mks**
- iii. Quality and environment management system.....**20mks**

- Disposal procedure for expired medicine.....**5mks**
- Rejections handling –**5 Marks**
- Any accreditation/certification, support from the Manufacturer.....**10mks**

3. **Financial capability** from as evidenced by the audited accounts/bank statements- **20 mks**

- Positive liquidity **10 marks**
- Positive working capital...**5mks**
- Terms of payment .5 **Marks** advance payment to 10 days 0 mks , **10-30 days...3mks**. 30-45 days **5mks**

**Tenderer scoring above 70 marks of maximum 100 for technical proposals will proceed to the next level where the bid envelop will be opened. Tenderers scoring below 70 % will have their financial envelop returned unopened. Tender will be awarded to the lowest evaluated bidder (s).**

Field visit may be conducted to confirm information availed before tender award as part of due diligence before opening of bid envelop.

## **5.2 PARTICULARS**

### **SCHEDULE OF REQUIREMENT FOR ASSORTED MEDICAL DRUGS, INJECTIBLES, FLUIDS & DRESSINGS AND LAB REAGENTS.**

The quantities given are annual requirements. Orders will be placed as and when need be based on the agreed prices in the framework agreement for the contract period of one year (Ref. **clause 3.13.1**)

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## **PART 2: SUPPLY REQUIREMENTS**

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**LIST OF REQUIREMENTS: MEDICAL DRUGS & NONPHARMACEUTICALS**

ITEM NO.	ITEM DESCRIPTION	UNITS	BRAND/ ORIGIN	ANNUAL QTY.	UNIT PRICE (KSH)
	<b>INJECTABLES</b>				
1		VIAL		400	
2	MERONIA 1GM IV	VIALS		80	
3	ACTRAPID 30 (Human Insulin) 10mls	AMPS		100	
4	ADRENALINE 1mg/1ml - 30mls 2%	VIAL		80	
5	AMINOPHYLINE 250mg	AMPS		600	
6		VIAL		400	
7	ANTI RABIES STRAIN (VERORAB) VACCINE	VIAL		400	
8	ANTI-SNAKE VERNOM VACCINE	VIAL		100	
9	APRESOLINE HYDRALAZINE 20mgs (Norvatis) - 5's	AMP		100	
10	ARTESIANE 100mgs Inj.	AMPS		2,000	
11	ARTESIANE 80mgs Inj.	AMPS		2,000	
12	ARTESUN 60mgs IV/IM	VIAL		800	
13	PEPTAZO IV INJ	VIAL		600	
14	AUROMITAZ Inj 1000mgs ( Ceftrizidime 1gm)	VIAL		400	
15	AUROTAZ 2.25mgs	VIAL		200	
16		VIAL		2,000	
17	BUSCOPAN 200mg/1ml - 6's (Boehringer)	AMPS		200	
18	CALCIUM GLUCONATE 100mls - 10%	AMPS		40	
19	<b>CEBACTUM 1500 Inj (Ceftriaxone +Sulbactum)</b>	<b>VIALS</b>		200	
20	COCEF I GM ING	VIALS		2,000	
21		VIAL		1,000	
22	CEFTRIAZONE INJ 1000MG	VIAL		800	
23	CEFTRIAZONE INJ 250MG	VIAL		4,000	
24	CETAFOR 1gm (Ceftriaxone)	VIAL		2000	
25	BEECLAV-1000MG	VIAL		800	
26					
27	CIPROBAY IV 200MG	VIAL		40	
28	CLAXY 1.2gm (Co- Amoxiclav)	VIALS		100	

29	CORITHER INJ 80MG (Artemether)	AMPS		2,400	
30	CRYSTAPEN UNJ 1MU	VIAL		20,000	
31	DARROWS SOLUTION 500mls	BTL		300	
32		VIAL		1,000	
33	DEXAMETHASONE 4mg/1ml - 100's	AMPS		40	
34	DEXTROSE 10% 500mls	BTL		1,500	
35	DEXTROSE 5% 500mls	BTL		6,000	
36	DEXTROSE 50% 100mls	AMPS		100	
37	DICLOMOL Inj 75 mgs	AMPS		2,000	
38					
39		AMPS		120	
40		VIAL		20	
41	DYNAPAR AQ InJ. (Diclofenac sodium 75mgs/3mls)	AMPS		1,000	
42		AMPS		40	
43	ERGOMETRIN INJECTION	AMPS		80	
44	ESOCIP IV 40mgs	VIALS		200	
45		VIALS		1,000	
46		AMPS		3,000	
47		AMPS		4,000	
48		AMPS		200	
49	FEMIPLAN INJ.	NOS		100	
50	GENTAMYCIN 80mg/2mls	AMPS		20,000	
51	GVITHER 40mgs Inj.	AMPS		1,000	
52	GVITHER 80mgs Inj.	AMPS		1,000	
53	HARTMAN'S SOLUTION	BTL		6,000	
54	HEMSYL INJ - 5's	AMPS		100	
55	HUMULIN INJ 70/30 (Long acting)	VIALS		200	
56	HYDRALIZINE INJ	NOS		400	
57	HYDROCOTISONE 100mg	VIAL		2,000	

58	INSULATARD 30 (Human Insulin) 10mls	AMPS		100	
59	INSULIN LENTE 100	VIAL		100	
60	KEFSTAR INJ 1GM	VIALS		200	
61	LARGACTIL 50mgs/2mls- (Chlopromazine) Inj. - 10's	AMPS		40	
62	LARITHA 40mg (Artemether) - 6's Inj. (IPCA)	AMPS		1,000	
63	LARITHA 80mg (Artemether) - 6's Inj. (IPCA)	AMPS		1,000	
64	LASIX (FRUSEMIDE) 2mls - 5's (Aventis)	AMPS		200	
65	UTIVANIC IV (Levofloxacin 500 mg)	VIAL		500	
66	LEVOX IV (Levofloxacin ) 500mg/100mls	VIAL		400	
67	LIGNOCAINE INJECTION - 30mls	VIAL		100	
68	LINCOCIN INJ 600MG	VIAL		100	
69		NOS		400	
70	LOSEC 40mg (Infusion) - 10's (Astrazeneca)	VIAL		100	
71	MANNITOL SOLUTION	BTL		20	
72	MEROPEN 1gm	VIAL		40	
73		VIAL		800	
74		VIAL		400	
75	MIXTARD 30 (Human Insulin) 10mls	AMPS		40	
76	MIXTARD 70/30 (Human Insulin) 10mls	VIAL		100	
77		VIAL		20	
78	MOXILON IV	BTL		100	
79		AMPS		400	
80	NEUROBION INJ (B1,B6,B12) - CIPLA	VIAL		400	
81					
82					
83	NORMAL SALINE 500mls	BTL		8,000	
84	NO-SPA 40mg/2mls Inj. - 25's (Sanofi)	AMPS		200	
85	PERFAMOL IV 100ML	BOTT		500	
86	OFLOMAC IV 200mgs/100mls	VIALS		200	

87	OLFEN 75mg/2mls ( Diclofenac +Lidocaine) - 5's	AMPS		200	
88	ONDAVEL INJ 4mgs	VIAL		100	
89	ORZID 1gm Inj	VIALS		400	
90	PABRINEX InJ. Iv 5mls - 10's	VIALS		100	
91	PANADOL INJECTION 10mls	VIAL		1,000	
92	PANADUR 2.4mu	AMPS		600	
93		PAIR		500	
94	PHENOBARBITONE INJ 120mgs/2mls	AMPS		40	
95	PIRITON INJECTION 5mg/1ml - IM/IV - 2mls	AMPS		600	
96	PLASIL INJECTION 5mg/ 1ml - 2mls	AMPS		300	
97	CYTCAN IV (Fluconazole 0.2gm,sodium chloride 0.9%)	BOTT		500	
98		vIAL		100	
99	POZINEG INJ 1000/2000MG	VIAL		200	
100		VIAL		600	
101		AMPS		2,000	
102	RANITIN INJ (Ranitidine 25mg/ml)	AMPS		200	
103		VIALS		40	
104	RIFOCIN inj 250mgs	AMPS		200	
105	ROCEPHINE 1gm	VIAL		400	
106	ROCEPHINE 500mg 1V - (Roche)	VIAL		400	
107	ROLAC 30mgs/ml (Ketorolac Tromethamine) -6's	VIALS		200	
108	RONEM INJ 500MG	VIAL		40	
109	SEFUR 750mgs Inj. ( Cefuroxime) - 1's - Radiance	VIAL		600	
110	SOLUMEDROL 40mg INJ. - ( Pharmacin)	VIALS		100	
111	SOLUSHOT (Filtration of fluids)	NOS		500	
112	SPIZEF 750mgs	VIALS		100	
113		VIAL		1,000	
114	STREPTOMYCIN INJ 1GM	VIALS		200	
115	STRIRAB 20mgs (rabeprazole sodium)	VIAL		100	



116	STROM (Tramadol) Inj.	VIAL		400	
117	SULBACTOMAX Inj(Ceftriaxone + Sulbactam) 1500mgs	VIAL		600	
118	SULBACTOMAX Inj(Ceftriaxone + Sulbactam) 750mgs	VIAL		600	
119	SYLATE INJ (Ethamsylate) 250mgs- 10's	AMPS		400	
120		VIALS		200	
121	E-DOL INJECTION (Tramadol 50mg/5ml)	VIAL		1000	
122		VIAL		1,000	
123	TRANSAMIN 250mgs 10's (Tranexamic) INJ	VIAL		200	
124		VIAL		100	
125		VIAL		200	
126		VIAL		1,000	
127	TREXOL INJ. (Methotrexate) 50mgs/2mls	VIALS		100	
128	TRINOCORT Inj	VIALS		80	
129	TRIPLOPEN 6:3:3 - 100 Vials - (Alembic)	VIAL		1,000	
130	ULCIP IV	BTL		400	
131	VALIUM Inj.	AMPS		100	
132	VENOFER (IV Sucrose) -5's	VIAL		200	
133	VINCRIStINE 1gm INJ. - 1's (ASSIA)	VIAL		40	
134	VITAMIN K INJECTION	AMPS		40	
135	VOLTAREN 75mg/3mls Inj. - Norvatis	AMPS		1,000	
136	WATER FOR INJECTION 500mls	BTL		1,000	
137	ZINACEF 750mg - 5's (GSK)	VIAL		100	
138	ZONACTAM INJ 1GM	VIAL		100	
139	ZORCAN 2mg/1ml - 100mls IV (CIPLA)	VIAL		1,600	
140		VIAL		200	
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>		<b>QTY.</b>	
	<b>TABLETS</b>				
1	SYNRIAM 150/750 MG	NOS		2,000	

2	HITKIT TABS	NOS		400	
3	ACEPAR CAPLETS (Aceclofenac +ParaO	NOS		2,000	
4	ACIVIR 200DT (Acyclovir ) - 100's	NOS		1,200	
5	ACIVIR 800DT (Acyclovir ) - 100's	NOS		1,000	
6	ADALAT LA 30mgs - (Antihypertensive) - 30's	NOS		2,400	
7	CARTIMOVE TABS	NOS		1,000	
8	ADMOL MR (Diclofenac+paracet+chlorzoxazone)	NOS		3,000	
9	AERIUS 5mg ( Desloratadine) - 18's	NOS		14,400	
10	AIRINAAZE TABS	NOS		4,000	
11	AIRTAL (Aceclofenac) 100mgs - 40's	NOS		1,200	
12	ALBEN TABS 1'S	NOS		1,000	
13	ALBENDAZOLE 400mg - 1's ( Indoco Remedies)	NOS		4,000	
14	CHOLESTROM 20 MG	NOS		1,000	
15	ALDACTONE 25mgs - 100's (Pharmacia)	NOS		800	
16	ALDOMET 250mgs - 30's (Methyldopa)	NOS		4,000	
17	AMARYL 2mgs (Glimepiride ) - 30's - ( Aventis)	NOS		3,600	
18	AMARYL M 2mgs (Glimepiride+ Metformin ) - 30's - ( Aventis)	NOS		3,600	
19	M-FLOX 400MG	NOS		1,000	
20	ROSTAT EZ (Rosuvastatin 10 mg +Ezetimibe 10 mg)	NOS		1,200	
21		NOS		6,000	
22	AMLONG TABS 5MG 30'S (Amlodipine)	NOS		1,200	
23	AMLOVAS TABS 10MG - 30's	NOS		1,200	
24	AMLOVAS TABS 5MG - 30's	NOS		1,200	
25	AMLOZAAR (Amlodipine5mg+Losartan Potasium 50mg) - 30's	NOS		1,200	
26	PANTIN 40 MG	NOS		4,480	
27	GLUCOMET 850 MG	NOS		4,000	
28	NERVILINE NT	NOS		1,200	
29	NERVILIN 75 MG	NOS		1,200	
30	AMZART TABS (Amlodipine & Losartan potassium ) - 30's	NOS		3,600	
31	ANGIZAAR (Losartan Potasium) - 30's	NOS		1,200	

32	ANGIZAAR-H (Lorsatan 50mg + Hydrochlorothiazide 12.5mg) - 30's	NOS		1,200	
33	TAM 0.4 MG	NOS		600	
34	PROSTAFLO	NOS		600	
35	ANTACID TABS	NOS		40,000	
36	LIVIAL 2.5 MG	NOS		3,000	
37	ARBITEL (Telmisartan) TABS 40/80MG	NOS		1,120	
38	MECONERVE FORTE	NOS		1,000	
39	SOMPRAZ IT	NOS		5,000	
40	ARTEFAN 20/120 mgs(Artemether+Lumefantrine) - 24's	NOS		9,600	
41	ARTEFAN 40/240 mgs(Artemether+Lumefantrine) - 12's	NOS		4,800	
42	ARTEFAN TABS 40/240	NOS		4,800	
43	ARTEFAN TABS 80/480	NOS		4,800	
44	ARTEQUICK TABS	NOS		600	
45	ARTEQUIN 300/375mgs - 6's	NOS		600	
46	ARTEQUIN 600/750mgs - 6's	NOS		600	
47	SIGN KIT 7'S TABS	NOS		600	
48	SIGN KIT 14'S TABS	NOS		600	
49	L-SIGN KIT TABS	NOS		600	
50	ASPIRIN CARDIO 100mgs - 30's	NOS		1,200	
51	CYTCAN 150 MG	NOS		4,480	
52	CORFLEX FORTE	NOS		4,480	
53	FLEX 14 TABS 15'S	NOS		1500	
54	ATM 500mgs	NOS		3,000	
55	SAFETELMI -H	NOS		900	
56	SAFETELMI	NOS		900	
57	AUGMENTIN 1gm -14's (GSK)	NOS		2,240	
58	AUGMENTIN 625mg -14's (GSK)	NOS		2,240	
59	AUGPEN 625mg - 30's (syner med)	NOS		1,600	
60	AUROLIZA H 10mgs ( Lisinopril+ HCTZ 12.5 mgs) - 280's - Aurobindo	NOS		1,160	

61	AUROLIZA 5mgs ( Lisinopril) - 280's - Aurobindo	NOS		1,160	
62	AUROPODOX 200mgs ( Cefopodoxime)	NOS		1,000	
63	EVIT 400 MG	NOS		1,200	
64	AZITCOR 500MG	nos		600	
65	AZI- BIO 500mgs (Azithromycin) - 3's - Eurox	NOS		3,000	
66	AZICURE TABS 250MG - 6's	NOS		3,000	
67	AZICURE TABS 500MG - 3's	NOS		3,000	
68	AZIMAX 500mgs - (Azithromycin) - 3's	NOS		3,000	
69	VILDAMET 50 MG	NOS		4,800	
70	VILDAMET 50MG/500 MG	NOS		2,400	
71	VILDAMET 50MG/1000MG	NOS		600	
72	AZOMAC 500mgs (Azithromycin ) 3'S	NOS		1,200	
73	L-MONTUS ADULT	NOS		1,000	
74	L-MONTUS KID	NOS		1,000	
75	BACTOCLAV 625mgs -10's	NOS		1,000	
76	ROSTAT 20 MG( Rosuvastatin 20 mg)	NOS		1,000	
77	ROSTAT 10 MG ( Rosuvastatin 10 mg)	NOS		1200	
78	CETLEVO TABS	NOS		1,200	
79	BETAPYN 450mgs - 18's (Paracetamol)- PHARMA	NOS		1,800	
80	BETASERC 8 mgs - 100's	NOS		400	
81	BETROZOLE 450mg BETA	NOS		4,800	
82	BIO- NAC - P (Diclofenac+ Paracet) -100's - Eurox	NOS		6,000	
83	BIO- NAC(Diclofenac 50mgs) -100's - Eurox	NOS		6,000	
84	BISOLVON 8mgs - 20's (Boehringer)	NOS		1,000	
85	BIFRIL 30MG	NOS		1,000	
86	BONGUARD 70mgs - 4's	NOS		200	
87	BREATHEZY 10mgs (Monteleucast) - 30's	NOS		2,400	
88	BROMODEL (Bromocriptine) tabs 2.5mg	NOS		100	
89	BRONYL TABS (Brohexine Hyd. 8mgs/ Pseud. 60mgs ) - 100's	NOS		4,000	

90	BRUFEN 400mg - 500's ( SYNER MED )	NOS		60,000	
91	BRUSTAN (Ibuprofen/ paracet) - 10's	NOS		1,200	
92	BUSCOPAN 10mgs- 50's (Boehringer - Germany)	NOS		8,000	
93	CADOLOL 12.5mgs - 30's	NOS		1,200	
94	Calcium SANDOZ +VIT C E 1000mgs - 20's - (NORVATIS)	NOS		1,200	
95	CALCIUM SANDOZ FORTE 500mgs - 20's - (NORVATIS)	NOS		2,000	
96	CALMEPAM 1.5mg -30's (GSK)	NOS		1,200	
97	CALMEPAM 3.0mg - 10's (GSK)	NOS		1,200	
98	CAPTOPRIL HCT - DENK 50mgs - 100's (E.DENK)	NOS		800	
99	CARBATOL (Carbamazepine)	NOS		1,000	
100	CARBIMAZOLE 10mgs	NOS		1,200	
101	CARDISPIRIN TABS - 10's	NOS		2,000	
102	CARTIL FORTE TABS 30'S	NOS		800	
103	CATAFLAM 25mg -20's (Norvatis)	NOS		1,200	
104	CECLONEC - P (Aceclo+Betacyclo+para) - 30's	NOS		2,400	
105	PULMOFIRST (Bosentan 62.5 mg+125 mg)	NOS		4,000	
106	CEFIM 200 mgs (Cefixime) - 20's	NOS		1,000	
107	CEFOXIM 250mgs - 10's	NOS		1,000	
108	CEFOXIM 500mgs - 10's	NOS		1,000	
109	CEFPODOX 200mgs - 10's	NOS		1000	
110	CEFTYL 500 MG 10'S	NOS		2000	
111	CEFUXIME 250mgs ( Cefuroxime) - 10's- Aurobindo	NOS		1000	
112	CEFUXIME 500mgs ( Cefuroxime) - 10's- Aurobindo	NOS		1000	
113	CELESTAMINE TABS - 30's ( Shering Plough)	NOS		2,400	
114	CEPOTIL 200mgs (Cefopodoxime ) - 20's	NOS		600	
115		NOS		1,000	
116	CETIN (Loratadine chewable Tabs) - 10's	NOS		400	
117	CETRAMAC 10mgs (Cetirizine) - 100's	NOS		3,000	
118	CETRICET - D 5mgs	NOS		1,200	

119	CIALIS TABS	NOS		1,000	
120	CIALIS TABS	NOS		1,000	
121	CLINITEL 5/80 CT TABS 30'S(5MG+80 MG+12.5 MG)	NOS		8000	
122	CLINITEL 10/40 CT TABS 30'S(10MG+40 MG +12.5MG)	NOS		800	
123	CIPAZOL FORTE 1000mg (Secnidazole) - 2's	NOS		4,000	
124	CIPCLAV 1000gm	NOS		4,800	
125	CIPCLAV 625mgs - 14's	NOS		4,800	
126	CIPLACTIN 4mg (Cyproheptadine) - 1000's	NOS		4,000	
127	CIPRO - DENK 500mgs - 10's	NOS		2,000	
128	CIPROBAY 500mgs XR	NOS		800	
129	CIPROBAY TABS 1000MG	NOS		400	
130	CIPROLENE – D	NOS		600	
131	CIPRONAT 500mgs – 14s	NOS		1960	
132	CIPRONAT 750mgs - 14's	NOS		1960	
133	CITIN 10mgs ( Ceterizine) - 100's (Radiance)	NOS		2000	
134	PLASEP (Clopidogrel 75 mg)	NOS		1,000	
135	NEBIEM (Nebivolol 5 mg)	NOS		1,000	
136	ATOREM ( Atorvastatin 10 mg)	NOS		4,000	
137	ATOREM ( ATORVASTATIN 20 MG)	NOS		4,000	
138	TIARE 60 mg ( Ticagrelor )	NOS		2,240	
139	TIARE 90 MG ( Ticagrelor)	NOS		1,200	
140	CLARITINE 10mgs -30's- (Shering Plough)	NOS		1,200	
141	CLARIWIN 250 mgs - 10's	NOS		2,400	
142	CLARIWIN 500 mgs - 10's	NOS		2,400	
143	CLAVAM 625mgs -20's	NOS		2,000	
144	CLAVAM 1gm 10's	NOS		2000	
145	CLAVULIN 1gm - 12's (Amoxycilin+ clavunic acid) - 14's	NOS		2240	
146	CLAVULIN 625 mg - (Amoxycilin+ clavunic acid) - 14's	NOS		2240	
147	CETRIZET –D ( Cetrizine + Pseudoephedrine)	NOS		2,000	

148	MESACOL (Mesalamine-sun)	NOS		1,000	
149	DAZOLIC (ornidazole –sun)	NOS		600	
150	CHERIFLU –PLUS( Chlorphenamine 4mg+paracetamol 650 mg +phenylephrine)	NOS		1000	
151		NOS		1,440	
152	CO - APROVEL 150mgs (Irbesartan /Hydroch;otherazide) -28's	NOS		2,240	
153	CO - APROVEL 300mgs (Irbesartan /Hydroch;otherazide) -28's	NOS		2,240	
154	CO - ARINATE (ADULT) 200mgs - 3's	NOS		2,400	
155	CO - ARINATE (JUNIOR) 100/250/12 .5mgs - 6's	NOS		1,200	
156	CO - DIOVAN 80mgs - 28's ( Norvatis)	NOS		1,120	
157	CO - FALCINUM (Artemether 20mgs + Lume 120mgs )- 12's	NOS		4,800	
158	CO - FALCINUM (Artemether 20mgs + Lume 120mgs )- 18's	NOS		4,800	
159	CO - FALCINUM (Artemether 20mgs + Lume 120mgs )- 24's	NOS		14,400	
160	CO - FALCINUM (Artemether 20mgs + Lume 120mgs )- 6's	NOS		4,800	
161	CO -MICARDIS 80/12.5mgs - 28's	NOS		1,120	
162	COARTEM DT - 6's ( Norvatis )	NOS		4,800	
163	COARTEM 20/120mgs - 24's ( Norvatis )	NOS		12,000	
164	COARTEM TABS - 12'S	NOS		2,400	
165	COARTEM TABS - 18'S	NOS		2,400	
166	COARTEM TABS 80/480MG	NOS		2,400	
167	CO-CORITHER DS TABS (AL) 6'S	NOS		9,600	
168	COMBIZOL TABS (Ofloxacin +Ornidazole) -10's Synermed	NOS		4,000	
169	CORCLAV TABS 1000MG (Amoxyclav) 12's	NOS		4,800	
170	CORCLAV TABS 625MG (Amoxyclav) 14's	NOS		4,480	
171	CORCLAV 228 MG 70 ML (Amoxyclav)	BOTT		2000	
172	CORCLAV 457 MG 70 ML ( Amoxyclav)	BOTT		2,000	
173	CORITHER AB (Alpha and Beta Areether) TABS 3'S	NOS		3,000	
174	CO-TASMI TABS 40MG	NOS		1,120	
175	COTRIECH - DS 960mg - (Co-trimoxazole)- 1000's	NOS		20,000	
176	COTRIECH 480mg SB - (Co-trimoxazole -Loose)- 1000's	NOS		40,000	

177	CORDARONE 200MG(SANOFI)	NOS		3000	
178	CYCLOSPORIN TABS 100MG	NOS		1,000	
179	CYCLOSPORIN TABS 25MG	NOS		1,000	
180	CYCLOSPORIN TABS 50MG	NOS		0	
181	DABORAL TABS - 12's	NOS		2,400	
182	DAFLON 500mg - 30's (Servier)	NOS		1,200	
183	DAFRACLAV 1000mgs (Amoxi -clav) - 10's	NOS		2,000	
184	DAFRACLAV 625mgs (Amoxi -clav) - 15's	NOS		3,000	
185	DIAPRIDE 2mg	NOS		2,000	
186	DIAPRIDE 4mg	NOS		4,000	
187	DICLODENK 75mg/3mls (Diclofenac sodium ) - 1's	AMPS		2,000	
188	DICLOMOL S.R 100 mg -100's	NOS		4,000	
189	DAPAZIN 5MG TABLETS 14'S(Dapagliflozin)	NOS		2,000	
190	DAPAZIN 10MG TABS 14'S(Dapagliflozin)	NOS		1,000	
191	DAPAMET XR 5MG /500MG TABS 30'S	NOS		3,000	
192	DAPAMET XR 5MG /1000 MG TABS 30'S	NOS		23,000	
193	DAPAMET XR 10 MG/500 MG TABS 30'S	NOS		2,240	
194	DAPAMET XR 10 MG/1000 MG TABS	NOS		4,000	
195	DOBESIL 500mg -50's	NOS		800	
196	DOLOACT 50mg ( Diclofenac) - 100's	NOS		800	
197	DOLOACT-MR 500mgs - 100's (Ochoa)	NOS		800	
198	DOLOWIN (Aceclofenac) TABS 100MG	NOS		2,000	
199	DOLOWIN (Aceclofenac) TABS 100MG SR	NOS		2,000	
200	DOMPERON 10mg (1x100s) - (Domperidone) – CADILA	NOS		2,000	
201		NOS		1,500	
202	DULCOLAX 5mgs - 30's - (Boehringer)	NOS		1,200	
203	DUO - CORTEXCIN 9's	NOS		3600	
204	DUOARTEPEP TABS (Dihydroartemisinin + Pipleraquine) 9's	NOS		3,600	
205	DUODART TABS (Dutasteride +Tamsulosin)	NOS		700	



206	ETROBAX 60 MG(ETORICOXIB 60MG)	NOS		1,800	
207	ETROBAX 90 MG ( ETORICOXIB 90 MG)	NOS		1800	
208	DUXCOSPAN PLUS (Para+Hyoscine+Bromide) 20's	NOS		2,000	
209	DYZOL TABS( Diloxinide ,Metronidazole)	NOS		600	
210	DYNAPAR Plus (Diclo+Diethylamine)	NOS		900	
211	DYRADE M TAB (Diloxanide & Metronidazole) - 30's	NOS		12,000	
212	EBASTEL 10mgs (Ebastine ) - 20's	NOS		1000	
213	EP-LIFE 25 MG TABS 30'S (Eplerone 25 mg)	NOS		1,000	
214	EP-LIFE 50 MG TABSS 30'S (Eplerone 50 mg)	NOS		1,000	
215	EMANZEN FORTE TABS	NOS		4,000	
216	ENHANCIN 625mg - (Amoxyllin & Clavunic acid) - 20's	NOS		1,200	
217	ENTAMAXIN 30's	NOS		1,200	
218	ENTAMIZOLE 200mgs - 30's	NOS		4,800	
219	ENVAS 10mg (Enalapril ) - 100's - CADILA	NOS		1,200	
220	ENVAS 5mg (Enalapril ) - 100's - CADILA	NOS		1,200	
221	EPANUTIN 100mgs - 84's (PFIZER)	NOS		3,360	
222	EPILIM 500mgs (Control Release) - 100's (SANOFI)	NOS		2,000	
223	CLARICOR 500 MG (Clarithromycin) 14's	NOS		200	
224	EROSTIN 10mgs - 10's	NOS		3,000	
225	ERYTHROMYCIN 250mg - 1000's - (Alembic)	NOS		20,000	
226	BACTOLID ( Linezolid) TABS 600mg	NOS		600	
227	ESO KIT ( Esomeprazole,Clarithromycin, Amoxyllin) - 7's	NOS		700	
228	ESOFAST 20 MG TABS 10'S( Esomeprazole)	NOS		2000	
229	ESOFAST 40 MG TABS 10'S( Esomeprazole )	NOS		2000	
230	ESOFAST IT 40MG CAPSULES 30'S (Esomeprazole +ltopride)	NOS		3000	
231	ESOFAST BQT-L 7'S H-PYLORI KIT	NOS		3,000	
232	ESOFAST C-BQT 7'S H-PYLORI KIT	NOS		3,000	
233	ESOTID 20mgs ( Esomeprazole )- 30's ( Radiance)	NOS		2,400	
234	ESOXIUM TABS 20MG (Esomeprazole)	NOS		2,400	

235	ESOXIUM TABS 40MG (Esomeprazole)	NOS		2,400	
236	ESOXIUM IT (Esomeprazole 40mg, Itopride 150 mg)	NOS		600	
237	EXFORGE HCT	NOS		600	
238	EXFORGE 10mgs	NOS		4,480	
239	EXFORGE 5mgs	NOS		4,480	
240	FASIGYN (PFIZER) 500mgs -( Film coated) -4's	NOS		800	
241	FEBREX PLUS (Cold Remedy ) - 20's	NOS		1,800	
242	FELEDENE 20mgs -30's (PFIZER)	NOS		1,200	
243	FELODIL 5mgs (Felodipine) - 30's	NOS		2,400	
244		NOS		400	
245	CIPROCOR 500 MG	NOS		2,000	
246	FEROSOFT - FA (Iron Polymaltose complex+ Folic ) - 20's	NOS		400	
247	FEXET TABS 180MG	NOS		560	
248	FLAGENTYL 500mg - 4's (Secnidazole) - Aventis	NOS		400	
249	FLAGYL 400mgs (Metronidazole) - 100's - Aventis	NOS		60,000	
250	IRBIS 150 MG (Ibastarn 150 mg)	NOS		4,000	
251	FLAMORYL TABS	NOS		1000	
252	FLAMOX 250/250mgs - 12'S	NOS		4800	
253	FOLIC ACID TABS 5 MG	NOS		20000	
254	FLEXILOR 8mgs (Lornoxicam) - 30's	NOS		1,200	
255	EMPAZINE 10 MG(Empagliflozine)	NOS		1,200	
256	EMPAZINE 25 MG (Empaglifozine)	NOS		2,000	
257	EMPAMET XR 10 MG/1000MG TABS 14'S (Empagliflozine+ Metformine)	NOS		2,000	
258	EMPAMET XR	NOS		800	
259	ESOFAG -D(Esomeprazol 40 mg+ Domperidone 30 mg)	NOS		2,000	
260	ESOFAG-KIT( Amoxicillin1000mg+Clarithromycin 500MG+ Esomeprazole 20 mg)	NOS		2,000	
261	MEBUX 40/80 MG ( Febuxostat 40/80 mg)	NOS		1,000	
262	GABANERVE TABS	NS		1,200	
263	GABBRORAL 250mgs -12's	NOS		2,400	

264	GALVUS 50MG TABS	NOS		2,400	
265	GALVUSMET 50MG/500MG - 60'S	NOS		1,200	
266	GASEC - 20 ( Omeprazole - Gastrocaps ) - 28's	NOS		1120	
267	GEVOLOX PLUS TABS 20'S (Glucosamine +Chondroitin+Vit C)	NOS		400	
268	GLIFIL M FORTE ( Gliben +Metformin) 500mgs - 100's	NOS		4,000	
269	GLUCOPHAGE 500MG	NOS		4,000	
270	GLUCOPHAGE 850MG	NOS		4,000	
271	GLUCOPHAGE XR	NOS		4,000	
272	GLUCOMET (METFOMIN PLUS GLIBENCLAMIDE)	NOS		4,000	
273	GLUCOVANCE 500/5	NOS		4,000	
274	GLUCOVANCE500/2.5	NOS		4,000	
275	GLUTAMIN .B.G TABS - 30's	NOS		4,800	
276	GLUTAMIN PLUS TABS - 30's	NOS		4,800	
277	GONABLOCK TABS (Danazol)	NOS		2,000	
278	GOUTNIL (Colchicine ) Tabs	NOS		1,000	
279	GRAMOCEF - O - 100mgs - 10's	NOS		2400	
280	GRAMOCEF - O - 200mgs - 10's	NOS		2400	
281	GRANID 500mgs - 10's	NOS		2,000	
282	IRBIS 300MG (Irbastan 300mg)	NOS		1,200	
283	GRISEOFULVIN 500mg - 100's	NOS		4,000	
284	GYNAECOSID TABS - 2's	NOS		200	
285	GYNO - KIT TABS ( Secnidazole+Azinthro+Fluco)- 1's	NOS		400	
286	SILOFAST -4 ( Silodosin caps 4mg)	NOS		720	
287	SILIFAST-8 ( Silodosin caps 8 mg)	NOS		600	
288	TESTOBOOST 13	NOS		2000	
289	HERPERAX 200mgs - 30's	NOS		900	
290	HERPERAX 800mgs - 20's	NOS		600	
291	HERPERAX OINT. 5gms ( Acyclovir 5%) - MICRO	TUBES		20	
292	HERPEX 800mgs - 25's (Eurox)	NOS		4,000	

293	HIFER TABS (Carbonyl iron +Folic+Zinc) -30's	NOS		900	
294	IFEN - 200mgs - 1000's	NOS		40,000	
295	IFEN - 400mgs - 500's	NOS		40,000	
296	IGOL - D ( Ispaghula Husk ) - Sugar Free - 90gms	BTS		200	
297	IGOL SACHETS ( Ispaghula Husk ) - Pineapple Flavour - 10's	SACHETS		200	
298	IMMODIUM 2mgs (Loperamide) - 1000's	NOS		1,000	
299	INDERAL 40mg (ASTRAZECA)	NOS		8,000	
300	INSTACLOP (Clopidogrel) TABS	NOS		1,200	
301	IRBETAN 300mgs (Irbesartan) - 30's	NOS		1,200	
302	SILOFAST – 4D	NOS		1000	
303	SILOFAST -8 D	NOS		1000	
304	ITRACON 100mgs (Itraconazole) - 4's	NOS		400	
305	BETANERV TABS	NOS		800	
306	KEFROX (Cefuroxime) TABS 250MG	NOS		4,000	
307	KEFROX (Cefuroxime) TABS 500MG	NOS		4,000	
308	KEFSTAR 250mg - 10's (Cefuroxime ) - WESSEX	NOS		800	
309	KEFSTAR 500mg - 10's (Cefuroxime) - WESSEX	NOS		800	
310	KETESSE (Dexketoprofen Tronetamol 25mgs ) - 20's	NOS		800	
311	KETORAL 200mgs (Ketoconazole - B/pack) - 10's	NOS		600	
312	LOCAM- MR ( Lornoxicam 8mg)	NOS		2,000	
313	KIROLL 200mg (Ofloxacin ) - 10's - GSK	NOS		1,000	
314	KLAMOKS (Amoxillin&clavunic acid) 1000mgs - 10's	NOS		1,000	
315	M-FLOX (Moxifloxacin )400mg	NOS		1,000	
316	MONAST 10 MG (Montelukast 10 mg)	nos		700	
317	KNAC 50mgs ( Diclofenac Pott.) - 30's	NOS		3,000	
318	KNAC 75mgs ( Diclofenac Pott.) - 30's	NOS		3,000	
319	KOACT (Amoxillin&clavunic acid) 1gm	NOS		1,400	
320	KOACT (Amoxillin&clavunic acid) 625mgs	NOS		1,500	
321	KOMBIGLYZER XR TABS (Saxagliptin +Metformin)	NOS		1,200	

322	KON TAB	NOS		400	
323	LAMISIL 250mg - 14's (Norvatis)	NOS		560	
324	LAMITOR (Lamotrigine100mg)	NOS		500	
325	LANS - OD 30mgs (Lansoprazole)	NOS		600	
326	LANSEC DT TABS 15MG	NOS		600	
327	LASIX 40mg - 20's - (Aventis )	NOS		4,000	
328	UTIVANIC 500 MG TABS (Levofloxacin )	NOS		1,000	
329	UTIVANIC 750 MG TABS(Levofloxacin 750 mg)	NOS		1,000	
330	LEFRA-20 (Leflunomide 20mg)	NOS		300	
331	LETRIZINE 5mgs- 10's ( Levocetizine)	NOS		4000	
332	OG KIT (Fluconazole, secnidazole, Azithromycin)	NOS		2,000	
333	LEVOBACT 500mgs - 5's	NOS		2,000	
334	PENVIR 500 MG (Famciclovir)	NOS		2,000	
335	LEVOHISTA (Levocettricine) 5mgs	NOS		1,000	
336	LEVOMAC TABS 500MG	NOS		500	
337	LEVOQUIN 500mgs (Levofloxacin) 20's	NOS		1,000	
338	LEVOX 500mgs - 10's	NOS		4,000	
339	LEXOTANIL 1.5mg - 30's	NOS		2,400	
340	LOFRAL 10mgs - 30's	NOS		900	
341	LOFRAL 5mgs - 30's	NOS		900	
342	LOLIP TABS 10mg	NOS		600	
343	LOLIP TABS 5mg	NOS		600	
344	LONART DS TABS 6's	NOS		4,800	
345	LONART TABS 24's	NOS		9,600	
346	LORA - HC (Losartan Pott.50mgs + Hyd) - 30's	NOS		2,400	
347	LORHISTA TABS	NOS		2,000	
348	LORMEG 10mgs - (Loratadine ) - Alembic	NOS		800	
349	LORVAS-SR TABS (Indipamide SR 1.5mg)	NOS		300	
350	VALABIN (Valaciclovir Tabs)	NOS		1200	

351	LOSEC 20mg - 28's MUPS - (Astrazeneca)	NOS		1,120	
352	LOSEC 40mg - 7's MUPS - (Astrazeneca)	NOS		1,120	
353	AMZAART 50MG (CIPLA)	NOS		4,800	
354	AMZAART H (CIPLA)	NOS		4,800	
355	CELDOL 200 MG(Celecoxib 200mg)	NOS		400	
356	SUMAFIX 50 MG(Sumatriptan)	NOS		500	
357	SUMAFIX 100MG( Sumatriptan)	NOS		500	
358	BE-STEADY 16 MG	NOS		1,120	
359	LYRICA 75mgs -28's	NOS		1,120	
360	MONTECOR PLUS KID	NOS		2000	
361	MAXIPLEX (B- Complex with Vit C ) -30's	NOS		900	
362	MAZIT 250mgs (Azithromycin)- 6's	NOS		1,200	
363	MEBENDAZOLE 200mg - 1000's	NOS		4,000	
364	MONTECOR PLUS	NOS		400	
365	MEFEX (Mefanic acid) 500mgs - 20's	NOS		2,000	
366	MEFNAC D.S 500mg -(Bister Pack) - (Efroze)	NOS		1,400	
367	MEFTAL FORTE TABS 500MG	NOS		600	
368	MELMET SR - 1000MG(Metformin) - 30's	NOS		1,200	
369	MET PURE XL 25mgs (Metprolol succinate) - 30's	NOS		2,400	
370	MET PURE XL 50mgs (Metprolol succinate) -30's	NOS		2,400	
371	MET XL 25mgs (Metoprolol succinate ) - 30's	NOS		2,400	
372	MET XL 50mgs (Metoprolol succinate ) - 30's	NOS		2,400	
373	MEXIC 15mgs (Meloxicam) - 30's	NOS		1,200	
374	MEXIC 7.5mgs (Meloxicam) - 30's	NOS		600	
375	MGR - 10(Flunarazine)	NOS		1,800	
376	MICARDIS PLAIN 80mgs - 28's	NOS		1,120	
377	MICET (Cetirizine) 10mgs - 100's - Eurox	NOS		10,000	
378	MIGRAIN FORTE (Ergoatamine Tartrate caffeine) 100's	NOS		1,000	
379	MOBIC 7.5mgs - 10's (Meloxicam)	NOS		1,000	

380	MODURETIC TABS	NOS		1,000	
381	SITAPRIL M 50/500mg (Sitagliptin and Metformin)	NOS		1,200	
382	SITAPRIL M 50/1000 ( Sitagliptin and Metformin)	NOS		1,200	
383	SITAPRIL 100 MG	NOS		600	
384	SITAPRIL 50 MG	NOS		5,00	
385	MONTALLERGE TABS	NOS		2,000	
386	DIAZAC 5( Dapagliflozin 5 mg)	NOS		1,000	
387	DIAZAC 10 mg ( Dapagliflozin 10 mg)	NOS		1,000	
388	MONTIGET TABS 10MG 14'S	NOS		1,120	
389	MONTIGET TABS 4MG 14'S	NOS		1,120	
390	TRICAL (Calcium 500mg +Vitamin D +vitamin k2)	NOS		1,120	
391	MOTILLIUM 10mgs - 30's	NOS		600	
392	MOTINORM TABS (Domperidone 10mgs) - 100's	NOS		400	
393	MOVEX 100mgs ( Aceclofenac) - 50's (Radiance)	NOS		3000	
394	MOVON 20mgs (Piroxicam) - 100's ( IPCA)	NOS		1,000	
395	MOXIBIO TABS	NOS		2,000	
396	MOXICIP TABS 400MG (Moxifloxacin)	NOS		4,000	
397	SARA-D3	BOTT		300	
398	N'RGY+PLUS	NOS		500	
399	MYFORTIC TABS 360MG	NOS		2,880	
400	MYOSPAZ TABS	NOS		4,000	
401	ZEBATIN (Ebastin 10 mg tabs)	NOS		1,120	
402	EPIONE-D3	TABS		200	
403	JOINT FIX BONE HEALTH	NOS		1000	
404	SINGULAIR (SANDOZ)	NOS		1000	
405	NATRILIX SR - 30's	NOS		300	
406	NEBICARD (Nebivolol 2.5mgs)	NOS		600	
407	NEBICARD (Nebivolol 5mgs)	NOS		600	
408	NEBILET TABS 5MG	NOS		2,400	

409	NEBILONG H TABS	NOS		2,400	
410	NEBILONG-AMTABS	NOS		2,400	
411	NEOCIPRO 500mgs (Ciprofloxacin) - 10's	NOS		2,000	
412	NEOCLAV (Amoxi clav) 1gm -14's -20's	NOS		2,000	
413	NEOCLAV 625mgs -20's	NOS		2,000	
414	NEOGAB 100mgs (Gabapentin) - 10's	NOS		600	
415	NEOGAB 300mgs (Gabapentin) - 10's	NOS		600	
416	NEOGAB 400mgs (Gabapentin) - 10's	NOS		600	
417	NEO-KLAR (Clarithromycin) TABS 500MG	NOS		2,000	
418	HYCOLLA-OD	NOS		1,000	
419	NETAZOX 500mgs (Nitazoxanide) - 6's	NOS		1,200	
420	NEURO - FORTE ( B1,B6,B12) - SAI	NOS		12,000	
421	NEUROBION PLUS (B1,B6,B12) - 500's - CIPLA	NOS		20,000	
422	NEURORUBINE FORTE - MEPHA	NOS		10,000	
423	PILEGO SATCHET	NOS		4,000	
424	NEVIBIL TABS 5MG	NOS		3,600	
425	NEXIUM 20mg - 28's	NOS		2,240	
426	NEXIUM 40mg - 14's	NOS		2,240	
427	NEXPRO TABS 40MG	NOS		1,000	
428	AROXICAM 7.5 MG (Meloxicam)	NOS		2,000	
429	AROXICAM 15 MG( Meloxicam )	NOS		2000	
430	NIZORAL 200mgs - 10's	NOS		400	
431	NORFEN 400mgs (Norfloxacin) - 10's	NOS		4,000	
432	NORILET TABS 20'S	NOS		1,000	
433	NORMAX (Norfoloxacin) - 400mgs - 10's	NOS		800	
434	NORMOPRESS (losartan) TABS 50MG	NOS		1,200	
435	NORMOZIDE (Losartan + HCT) TABS 62.5MG	NOS		1,200	
436	NORZOLE (Norfloxacin 400mgs + Tinidazole 600mgs ) - 100's	NOS		10,000	
437	NO-SPA 20's - (SANOFI)	NOS		8,000	



438	NOVASC 5mgs - 30's (Pfizer)	NOS		1,200	
439	NUDICLO TABS 100MG	NOS		2,400	
440	NUGREL (Clopidogrel 75mg) - 30's	NOS		600	
441	OCONOR T 400mg ( Norfloxacin + Tinidazole ) - 100's	NOS		1,200	
442	OFLAM SR 100mgs - 100's	NOS		1,000	
443	URYDOS-4/8 ( Silodosin 8mg) TABS	NOS		1000	
444	URYDOS 4MG (Silodosin 4mg) TABS	NOS		1,000	
445	URYSOREN 5 MG 5MG (Solifenacin succinate )	NOS		1000	
446	OLFEN 50mgs LACTAB- 20's	NOS		400	
447	OLFEN SR 100mgs - 10's	NOS		800	
448	ONDAVEL TABS 4MG	NOS		1,600	
449	ONDAVELL (Ondansetron) 4mgs - 10's	NOS		400	
450	ONDAVELL (Ondansetron) 8mgs - 10's	NOS		400	
451	ORELOX 100mgs ( Cefpodoxime ) - 10's	NOS		1,000	
452	ORNILOX (Ornidazole + Ofloxacin) - 10's	NOS		1,000	
453	ORUSH TROCHE 10mg (Clotrimazole Lozenges) - 30's	NOS		1,200	
454	OXYBRAL SR 30mgs (Vincamine) - 10's	NOS		200	
455	O2 (Ofloxacin and Ornidazole)	NOS		400	
456	P -ALAXIN 60 mgs -9's (GVS - Labs )	NOS		3,600	
457	PALUDRINE 100mgs - 56's (ASTRAZENECA)	NOS		4,480	
458	PAN TABS 20MG	NOS		600	
459	PAN TABS 40MG	NOS		600	
460	PANADOL (500's) - GSK	NOS		200,000	
461	PANTAZ (Pantoprazole sodium 40 mg)	NOS		1120	
462	PANTOCID 20mg (Pantoprazole) 50's - SUN	NOS		3,000	
463	PANTOCID 40mg (Pantoprazole) 50's - SUN	NOS		3,000	
464	DOMPAN-OD (Domperidone +Pantoprazole)	NOS		1,000	
465	PARLODEL 2.5mg - 100's	NOS		300	
466	PASCALLIUM 1.5mg - 30's (Bromazepam)	NOS		1,800	

467	PAUSE TABS (Tranexamic ) - 30's	NOS		600	
468	REVATAL	NOS		2000	
469	PHLEBODIA TABS 600MG	NOS		1,200	
470	PILEX TABS	NOS		600	
471	PIRITON (WELCOME) 4mgs - 1000's (GSK)	NOS		20,000	
472	PLASIL 10mg - 24's (Metoclopramide) - AVENTIS	NOS		2,400	
473	PLENDIL 10mg - 30's (ASTRAZENECA)	NOS		2,400	
474	PREDNISOLONE 5mg - 100's (Blister pack)	NOS		40,000	
475	PRELOC 100mgs	NOS		600	
476	PRELOC 50mgs	NOS		600	
477	PRIMOLUT "N" - 5mgs 30's - (Schering AG)	NOS		1,200	
478	PROFLAX 500mgs - 10's ( Ciprofloxacin)	NOS		2,400	
479	PROVIRON 25mgs - 20's	NOS		600	
480	PROVITEN A-Z (High potency multivitamin & multiminerals) -100's	NOS		4,000	
481	PROVITEN A-Z (High potency multivitamin & multiminerals) -30's	NOS		1,500	
482	PROXACIN 500mgs - 100's	NOS		2,400	
483	PROXACIN 750mgs - 10's	NOS		1,000	
484	PROXIMEXA (Cefuroxime) 250mgs - 10's	NOS		4,000	
485	PROXIMEXA (Cefuroxime) 500mgs - 10's	NOS		4,000	
486	PULMOCEF 250mg (Cefuroxime) - 12's	NOS		4,000	
487	PULMOCEF 500mg (Cefuroxime) - 12's	NOS		4,000	
488	PURE CAL - CHEWABLE TABS	NOS		1,500	
489	PYRIDOXINE TABS	NOS		2,000	
490	ACECOR MR	NOS		2,000	
491	ACECOR SP	NOS		600	
492	ACECOR P	NOS		1,200	
493	ACECOR 100 MG	NOS		1,000	
494	RAPICLAV 625mgs - 10's	NOS		2,000	
495	ACECORN200 SR	NOS		3,000	

496	ZULU SP (Aceclofenac,Paracetamo,Serratiopeptidase)	NOS		2,000	
497	ZULU TABS (Aceclofenac 100mg,paracetamol 500mg)	NOS		3000	
498	ZULU MR (Aceclofenac, paracetamol,chlozoxazone)	NOS		400	
499	RILIF (Aceclofenac ) 100mgs	NOS		4,000	
500	RILIF PLUS (Aceclofenac 100mgs +paracetamol 500mgs )	NOS		4,000	
501	RILIF SR (Aceclofenac ) 200mgs	NOS		2,000	
502	ACECOR GEL	TUBS		4,000	
503	RIVOTRIL TABS - 50's	NOS		1,200	
504	FLAMACOR MR 30'S TABS	NOS		3000	
505	MYOCOR 30'S TABS	NOS		3000	
506	FOPYN TABS	NOS		1,200	
507	ACECOR MR	NOS		3000	
508	RUFEX 250mgs (Cefuroxime) - 10's - Eurox	NOS		4,000	
509	RUFEX 500mgs (Cefuroxime) - 10's - Eurox	NOS		2,000	
510	SAFERATIC TABS 5mgs/50mgs - 100's	NOS		1,000	
511	SATROGYL 300mgs - 30's (satronidazole)	NOS		1,200	
512	SENIDAL 500mgs (Secnidazole) - 4's	NOS		400	
513	SEPTILIN TABS	NOS		400	
514	SEPTRIN DS TABS	NOS		4,000	
515	SIGNKIT TABS (Hpylori kit) 7's	NOS		4,200	
516	SINUTABS ORIGINAL 300mgs - 20's (PFIZER)	NOS		1,500	
517	SOLVIN PLUS 60mg/30mgs TABS - 100's (IPCA)	NOS		2,000	
518	SOMADRIL COMP. (Carisoprodol /paracet/caffein) - 20's	NOS		1,000	
519	SOMPRAZ (Esomeprazol) 20mgs- 30's - SUN	NOS		600	
520	SOMPRAZ (Esomeprazol) 40mgs- 30's - SUN	NOS		600	
521	SORAL 20mgs (Tenoxican ) - 10's	NOS		600	
522	SPARBACT (Sparfloxacin) - 200mgs - 6's	NOS		1,200	
523	SPARTA - 6's (Sparfloxacin) - (ALEMBIC)	NOS		1,200	

524	SPARX 200mgs (Sparfloxacin) - 6's	NOS		600	
525	SPASMOLAR TABS (Paracet+Dicy+Clidi)- 10's	NOS		1,000	
526	SPASMOMEN 40mgs - 30's	NOS		600	
527	SPASMOMEN TABS	NOS		3,000	
528	SPASYN TABS (Dicyclomine + Paracetamol)	NOS		500	
529	SPIZEF 250mg - 10's ( Orchid Healthcare)	NOS		3000	
530	SPIZEF 500mg - 10's ( Orchid Healthcare)	NOS		3000	
531	STRIRAB 20mgs (Rabeprazole) -	NOS		900	
532	STROM - P (Tramadol + Paracetamol) -100's	NOS		2,000	
533	STROM 100 (Tramadol) -100's	NOS		800	
534	STROM 50 (Tramadol) -100's	NOS		800	
535	STUGERON 25mgs	NOS		200	
536	SUBSYDE - CR 100mg (Diclofenac sodium)	NOS		4000	
537	SUCENTIS 15mgs - 10's ( Meloxicam)	NOS		8,000	
538	SUBNEURO B6	NOS		6000	
539	SUBNEURO B12	NOS		600	
540	SYLATE 500mgs- 18's	NOS		540	
541	SYLENT (Ethamsylate 500mgs) - 18's (SYNERMED)	NOS		180	
542	SYNER CEF 250mgs	NOS		600	
543	SYNER CEF 500mgs	NOS		600	
544	TAMSULOSIM 0.4MG	NOS		300	
545	TARIVID 200MG (Ofloxacin ) - 10's - Aventis	NOS		600	
546	TASMI TABS 40MG	NOS		1,120	
547	TASMI TABS 80MG	NOS		1,120	
548	TAVANIC 500mg (Levofloxacin ) - 10's - Aventis	NOS		600	
549	TEGRETOL 200mg -500's - (Norvatis)	NOS		4,000	
550	TEGRETOL C.R 200mgs - 50's (Norvatis)	NOS		4,000	
551	TELFAST 120mg - 10's ( Lexofenadine ) - Aventis	NOS		2,000	
552	TENORET 50mgs - 28's (ASTRAZENECA)	NOS		2,240	
553	TENORETIC ICL 100mgs - 28's (ASTRAZENECA)	NOS		2,240	

554	TENORMIN 50mg - 28's (ASTRAZENECA)	NOS		2,240	
555	TERBISIL (Terbinafin 1% w/w) - 15mgs - CIPLA	TUBES		1,120	
556	THROAT LOZENGES -1000's	NOS		4,000	
557	THROX 150mgs (Roxithromycin) - 50's	NOS		1000	
558	THROZA 500mgs (Azithromycin) - 3's	NOS		1,200	
559	TINILOX TABS - 20'S	NOS		2,000	
560	TOFLOX TZ TABS	NOS		2,000	
561	TOPAMAX TABS 25 mgs - 60's	NOS		600	
562	TOPAMAX TABS 50 mgs - 60's	NOS		600	
563	TORSEMIDE 10 MG	NOS		1,120	
564	TORSEMIDE 20 MG	NOS		600	
565	TRAMAL 50 MG	NOS		4,000	
566	TRAMAL RETARD 100mgs - 10's	NOS		4,000	
567	TRAMED TABS (Tranexamic & Mefanic Acid) - 30's	NOS		1,200	
568	TRANSAMIN 250mgs 20's (Tranexamic)	NOS		600	
569	TRIPLIXAM 5/1.25/5 MG	NOS		800	
570	TREDOL 100 ( Atenolol) - 20's - AEGIS LTD	NOS		1,000	
571	TREDOL 50 ( Atenolol) - 20's - AEGIS LTD	NOS		1,000	
572	TRENAXA 500mgs (Transenamic) -30's	NOS		1,200	
573	TRIMIN (B1,B6,B12) - 30's - SARABHAI	NOS		2,400	
574	TRIOKIT TABS (Azithromycin/Fluconazole/Secnidazole)	KIT		400	
575	TRITACE 5mg ( Ramipril) - 30's Aventis	NOS		2,400	
576	TRITAZIDE (Ramipril+Hydrochlorothiazide) -28's	NOS		2,240	
577	TRIZINE TABS ( Cetirizine Hcl 10mgs) - 10's	NOS		400	
578	TRIZYMAL (Digestive Enzyme) - 30's	NOS		1,200	
579		NOS		1,200	
580	BP-TEL 40 CT TABS (Telmisartan +Chlorthalidone 12.mg) 30's	NOS		1,120	
581	BP-TEL 80 CT TABS (Telmisartan +Chlorthalidone) 30's	NOS		1,120	
582	BP-TEL 40 ACT TABS (Telmisartan +Amlodipine+Chlothalidone) 30's	NOS		1,120	

583	BP-TEL 80ACT (Telmisartan +Amlodipine+ Chlorthalidone) 30's	NOS		1,120	
584	TYLENOL- PM (Night Pain)- 24's	NOS		2,400	
585	TZEX 500mgs	NOS		8,000	
586	ULCIP 500mg (Ciprofloxacin ) - 10's	NOS		12,000	
587	ULZOL 20mgs - 20's (Omeprazole)	NOS		4,000	
588	UNIBROL TABS (Aminosidine) 12's	NOS		2,400	
589	UNICTAM 375mgs ( Sulbactomax + Amp.+sultamicillin) - 12's	NOS		1,200	
590	UNIENZYME TABS - 100's ( Digetive Enzyme )	NOS		400	
591	UNIGAN TABS (Paracetamol 500mg/Hyoscine 10mg)	NOS		4,000	
592	UNIGENTYL TABS ( Secnidazole) - 4's	NOS		800	
593	UNIVIR 200mgs ( Acyclovir) - 30's	NOS		1,200	
594	UNIVIR 400mgs ( Acyclovir) - 10's	NOS		1,200	
595	RISOFOS TABS 4'S	NOS		100	
596	VACODIL (Carvedilol) 12.5MG TABS	NOS		1,200	
597	VACODIL (Carvedilol) 25mg TABS	NOS		1,200	
598	VACODIL (Carvedilol) 6.25MG TABS	NOS		1,200	
599	VALIUM 5mgs (Diazepam) - 25's - ( ROCHE)	NOS		3,000	
600	VASTAREL MR - 30's	NOS		1,200	
601	VELOZ - 10 TABS (Rabeprazole 10mg)	NOS		600	
602	POWERFLEX SACHETS	NOS		700	
	SUPERFLEX CAPS	NOS		500	
	VENTOLIN ROTA CAPS(GSK)	NOS			
603	COXE-30 MG( Etoricoxib 30 mg)	NOS		300	
604	COXE -90 MG (Etoricoxib)	NOS		3,000	
605	VITAMIN C (ASCORBIC ACID) -100mgs - 1000's	NOS		4,000	
606	VOLTAREN SR 50mg - 20's (NORVATIS)	NOS		1,000	
607	VOLTARENE R 100mgs	NOS		1,200	
608	WARFARIN 50mg	NOS		400	
609	XARELTO 10mgs (Rivaroxaban) - 10's	NOS		400	

610	XARELTO 15mgs (Rivaroxaban) - 14's	NOS		560	
611	XARELTO 20mgs (Rivaroxaban) - 14's	NOS		560	
612	XIME - OD 400mgs - 10's	NOS		800	
613	XIME OD TABS 200MG	NOS		800	
614	XIMECOR TABS 500MG (Cefuroxime) 10's	NOS		4,000	
615	ZACY SR TABS (Aceclofenac) - 30's	NOS		1,200	
616	SYNRIAM DT	NOS		1000	
617	ZAMUR 250mg - 10's (Cefuroxime)	NOS		4,000	
618	ZAMUR 500mgs - 10's (Cefuroxime)	NOS		4,000	
619	ZANTAC CR 300mgs - 10's - GSK	NOS		1,200	
620	ZENTEL 400mgs - 1's - (GSK)	NOS		1,600	
621	ZERODOL 100mgs - 100's	NOS		4,000	
622	ZIAK TABS 2.5/6.25	NOS		600	
623	ZINC COMPLEX TABS	NOS		3,600	
624	ZINC OXIDE TABS	NOS		5,000	
625	ZINNAT 250mg - 10's - (GSK)	NOS		1,200	
626	ZINNAT 500mg - 10's - (GSK)	NOS		1,200	
627	ZITHROMAX 500mg - 3's (PFIZER )	NOS		1,200	
628	ZOLEVOX 500mgs (Levofloxacin) - 5's	NOS		2,000	
629	ZOLPANZ (Pantoprazole) 40mgs - 30's	NOS		600	
630		NOS		12,000	
631	ZYLORIC 300mg - 28's (GSK)	NOS		1,120	
632	ZYLTAN 50mgs (Losartan )	NOS		1,200	
633	ZYLTAN AM (Losartan 50mgs+Amlodipine 5mgs)	NOS		1,200	
634	ZYLTAN H (Losartan +hydrochlorothiazide)	NOS		1,200	
635	ZYNCLAR 250mgs (Clarithromycin ) - 14's - CIPLA	NOS		4,480	
636	ZYNCLAR 500mgs (Clarithromycin ) - 14's - CIPLA	NOS		4,480	

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY.
	<b>CAPSULES</b>		
1	FLUCAN CAPS 200MG	NOS	1200
2	AMOXIL 250mgs (GSK) - 100'S	NOS	20000
3	AMOXIL 500mgs (GSK) - 100'S	NOS	20000
4	AVODART 0.5mgs - 30's	NOS	1200
5	BETAVIT - ( Vitamins & Minerals) - 30's	NOS	3,600
6	BIODROXIL CAPS (Cefadroxil) 500MG	NOS	8000
7	B-N-C CAPS ( Multivitamin+Zinc+Vit C) -200's	NOS	2000
8	CALCIVITA ( Vitamin A 2500 IU , Calcium 150mgs ) - 30's	NOS	1,200
9	CELEBREX CAPS 200mgs - 10's (PFIZER)	NOS	2,000
10	COLDCAP CAPS - 500's	NOS	2,000
11	DALACIN C CAPS 300mgs - 100's (PHARMACIA)	NOS	2,000
12	DOXYCLINE 100mgs - 100's	NOS	20,000
13	DACILLIN 300 MG 10'S	NOS	2000
14	DACILLIN 150 MG 10'S	NOS	2000
15	EPILIM CHRONO CAPS 500mgs	NOS	2000
16	GINSOVIT TABS 30'S	NOS	2000
17	FERIZEST CAPS (Carbonyliron, Vit.B12 Folic, Zinc sulphate ) - 30's	NOS	2400
18	FERROTONE (Ferrous 162mgs, Folic 75mgs, Vit. B12 7.5mgs )	NOS	600
19	FLOXAPEN 250mg 100's - GSK	NOS	2,000
20	FLUBIOTIC 500mgs (Flucloxacilin) - 20's	NOS	2,000
21	FLUX 500mgs ( Flucloxacilin) - 28's	NOS	2240
22	FLUXATE CAPS 500MG (Amoxycillin+Flucloxacillin)	NOS	2000
23	GABICA CAPS 100MG(Pregabalin) 14'S	NOS	1120
24	GABICA CAPS 150MG(Pregabalin) 14's	NOS	1120
25	GABICA CAPS 300MG(Pregabalin) 14's	NOS	1120
26	GABICA CAPS 50MG(Pregabalin) 14's	NOS	1120



27	GABICA CAPS 75MG(Pregabalin) 14's	NOS		1120	
28	GABIX CAPS (Gabapentin) 100mg 10's	NOS		800	
29	GABIX CAPS (Gabapentin) 300mg 10's	NOS		800	
30	GABIX CAPS (Gabapentin) 400mg 10's	NOS		800	
31	GARLIC OIL CAPS (Dietary suppliment) - 100's	NOS		1,200	
32	GILOBA 40mgs (Ginkgo Biloba) - 30's	NOS		2,400	
33	GINSENG	NOS		1200	
34	GINSOMIN 50mgs (Ginseng) - 30's	NOS		2,400	
35	GROVIT (Chewable ) -30's (USV)	NOS		800	
36	HB - TONE GEMS (Haematinic ) - 30's - CADILA	NOS		1,800	
37	HOVITE CAPS (Vit A,D, C Vit B1, B2, B6, B12) - 10's	NOS		3000	
38	IBIDROXIL 500mg CAPS- (GSK)	NOS		1,600	
39	SABEZOLE IT CAPS	NOS		60,000	
40	INTRACON 100mgs CAPS - 4's	NOS		400	
41	LINCOMYCIN CAPS 500mgs - 100's - ( Pharmacia )	NOS		2,000	
42	LIVOLIN (Phosphalipids & Vit. B ) - 100's	NOS		800	
43	MOXAFORTE 500mgs (Amoxi - Flucloxacin)	NOS		1600	
44	MUCOSOLVAN LA CAPS	NOS		800	
45	MYOLGIN 300mgs - 10's	NOS		4,000	
46	MYOPAZ CAPS	NOS		2000	
47	NEOPEPTINE CAPSULES (Aids Digestion) 10's	NOS		4000	
48	NEUROBA CAPS 300MG (GABAPENTIN)	NOS		2400	
49	NEUROCARE FORTE CAPS	NOS		1200	
50	OFLAMED 200mgs (Ofloxacin) - 100's	NOS		4,000	
51	OFLOMAC 200mgs (Ofloxacin ) - 60's	NOS		4,000	
52	OMEZ CAPS 20's	NOS		2000	
53	ORFIX 200mgs (Cefixime ) - 10's	NOS		1200	
54	OROFER CAPS - 20's	NOS		2000	
55	OSEX 160mgs - 30's (Hydroxyappatite providing cal.- 99mgs)	NOS		1200	

56	OSTEOCAL (Milk calcium + D - 3)- 30's	NOS		2,400	
57	OSTEOCERIN (Glucosamine sulphate) - 10's	NOS		1,000	
58	OSTEOMIN TABS	NOS		600	
59	PENAMOX 250mg (SB) - 1000's (Blister pack)	NOS		120,000	
60	PENAMOX 500mg (SB) - 1000's (Blister pack)	NOS		120,000	
61	PHARMATON CAPS	NOS		1000	
62	PIRSEC 40mgs - 30's	NOS		1200	
63	FERICOR CAPS 30'S	NOS		2000	
64	PONSTAN 250mgs - 100's - PFIZER	NOS		1,200	
65	PROLOC - D CAPS (Pantoprazole+Domperidone)	NOS		400	
66	R.B. TONE CAPS 150's (Haematinic caps ) - MEDLEY	NOS		600	
67	RANFERON - 12 (Iron with Vitamin & Minerals ) - 30's	NOS		600	
68	REGENOVEX CAPS	NOS		1800	
69	REICHCLOX 500mgs (Amplicillin+ Cloxacillin) - 100's (B/Pack)	NOS		8,000	
70	RHINATHIOL CAPS - 30's - SANOFI	NOS		600	
71	ROBIDON SR CAPS	NOS		600	
72	SALIPAX CAPS	NOS		600	
73	SEVEN SEAS JOINT CARE + GLUCOSAMINE ORIGINAL	NOS		1200	
74	SEVEN SEAS JOINT CARE ADVANCED	NOS		1200	
75	SEVEN SEAS JOINT CARE PROJOINT FORMULA	NOS		1200	
76	SIMEPAR (Salymarlin Vit B1,B2,B6,B12) -40's	NOS		1000	
77	SIONARA 200mg ( Celecoxib ) - 30's - Alembic	NOS		3,000	
78	SPORANOX CAPS 100MGS (GENSEN)	NOS		300	
79	STROM SR CAPS	NOS		600	
80	SUPRAPEN 500mg	NOS		4,000	
81	SYSCAN - 150 (Fluconazole ) - 1's	NOS		2000	
82	BONIUM TABS	NOS		800	
83	TRILAC CAPS -30's	NOS		1200	
84	TRINERVE SOFT GEL CAPS	NOS		2000	

85	HINGSPAZ TABS	NOS		600	
86	VEDROX 500mg (Cefadroxil) - 20's	NOS		12,000	
87	VENTOLINE ROTA CAPS	NOS		2000	
88	VITACAPS (Multivitamins & Minerals )	NOS		2,000	
89	VITAMAX 15's (Royal jelly Ginseng)	NOS		3,000	
90	VITANORM CAPS 30's	NOS		2,400	
91	ENTEROMINT	NOS		600	
92	ZIFER - TR CAPS - 30'S	NOS		3,000	
93	ZORCAN 150 mgs caps ( Fluconazole ) - 1's	NOS		4000	
94	ZORCAN 200mgs - 4's (Fluconazole )	NOS		8,000	
95	ZOSEC CAPS (Omeprazole) 20mgs - 100's	NOS		600	
96	SARA-OFLO O2	NOS		1000	
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>		<b>QTY.</b>	
	<b>SYRUPS</b>				
1	ACICON - S SUSP (Magaldrate+Simethicone) 120mls	BTL		400	
2	SEKROL 100ml SYRUP	BTS		400	
3	SUBNEURO –DHA SYRUP	BTS		400	
4	AERIUS SYRUP (Desloratadine) 150mls	BTL		200	
5	ALCET SYRUP (Levocetirizine) 75mls	BTL		200	
6	TUXIRIL SYRUP	BTS		200	
7	ALUGEL (MIST Anti acid - Suspension) - 5 Litres.	GALL		80	
8	ALVORIL EXP. (Mucolytic, Bronchodilator) - 100mls	BTS		200	
9	AMBRODIL - S - SYRUP 100mls	BTL		400	
10	AMBRODIL SYRUP 100mls	BTL		400	
11	CLAMOXIN 228MG/5ML 100 ML	BTL		400	
12	CLAMOXIM 457 MG/5ML 100 ML	BTL		400	
13	AMOXIL SYRUP 125MGS/5MLS	BTS		800	
14	AMOXIL SYRUP 250MGS/5MLS	BTS		800	
15	AMPICLOX SYRUP 100mls	BTL		800	

16	APPEVITE FORTE 100mls	BTL		400	
17	ARTEFAN SUSP. 60mls (Artemether180mg+ Lumefantrine 1080mg)	BTL		400	
18	ASCORIL EXP. ( Bronchodilator)- 100mls - GSK	BTS		800	
19	ASTYMIN 200mls (Amino acids & Minerals)	BTL		200	
20	AUGPEN SUSP. 100mls (SYNERMED)	BTS		400	
21	AUGUMENTIN 228/5mls - 70mls - GSK	BTL		400	
22	AUGUMENTIN 457mg/5mls - GSK	BTL		400	
23	AUROZIL 12mgs Susp.- 100mls (Ceprozil) – Aurobindo	BTL		200	
24	AXALIN SYRUP ( Bronchodilator/ Mucolytic) - 100 mls	BTL		800	
25	AZI BIO SUSP. (Azithromycin) 30mls	BTS		400	
26	AZICIN SUSP. ( Azithromycin 200mgs/5mls) - 15mls (Radiance)	BTL		400	
27	AZIMAX DRY SYRUP 200mgs/5mls - 15mls	BTL		800	
28	CLAMOXIN 312.5 MG/5ML	BTL		400	
29	CLAMOXIN 156.25MG/5ML	BTS		200	
30	AZOMAC SUSPENSION 15ml	BTL		200	
31	BACTOCLAV SUSP. 100mls	BTL		400	
32	BENDEX SYRUP (Albendazole 200mgs/5mls ) - 10mls	BTL		1,200	
33	BENYLIN (Chesty) - (PFIZER)	BTL		80	
34	BENYLIN (Dry cough) - (PFIZER)	BTL		80	
35	HACTOSEC (Levodropropizine)150ml	BTL		200	
36	BETAFEN 100mls - ( Ibuprofen) - BETA	BTL		800	
37	DOMI SUSPENSION	BTL		800	
38	BETAFEN PLUS 120mgs/5mls -100mls ( Ibuprofen/Paracetamol)	BTS		800	
39	BETROZOLE SUSP. - 100mls - BETA	BTL		200	
40	BISOLVON ELIXIR 4mgs/5mls - 100mls - (Boehringer)	BTL		200	
41	BISOLVON LINCTUS 200mls	BTL		200	
42	B-N-C SYRUP 100mls ( Multivitamin+Zinc+Vit C)	BTS		200	
43	BRONYL EXPECTORANT - 120mls	BTL		400	
44	BRO-ZEDEX 100mls - (Wockhardt)	BTL		200	

45	BROZELIN EXPECT	BTL		200	
46	BUSCOPAN SYRUP	BTL		200	
47	BYOFER SYR 200ML	BTL		200	
48	CADIPHEN 100mls	BTL		200	
49	CADISTIN EXPECTORANT 100mls (C. MEHTA & CO. LTD)	BTL		200	
50	CATOXYMAG -N SUSP. 200ml(Antacid/Antiflatulent)	BTL		800	
51	CEFACT 250mgs/5mls	BTL		400	
52	CEFAMED SUSP. (Cefadroxil) - 60mls	BTL		800	
53	CEFIM (Cefixime) 50mgs/5mls - 60mls	BTL		400	
54	CEFPODOX 60mls	BTL		200	
55	CEFRADOX Susp. 125mg/5mls - 100mls	BTS		200	
56	CELCOR 125mgs/5mls - 75mls (E. Lilly)	BTL		80	
57	CETIN SYRUP (Loratadine 1mgs/ml - 60mls	BTL		80	
58	CETRAMAC (Cetizizine) syrup 60mls	BTL		200	
59	CHLORAMPHENICAL - 5 Litres - (Novelty)	GALL		16	
60	CIPCLAV 228mgs/5mls	BTL		800	
61	CIPCLAV 457mgs/5mls	BTL		400	
62	CIPLACTIN (Cyproheptadine) - 2mgs/5mls - 100mls	BTL		200	
63	CITAL SYRUP - 100mls (Disodium Hydrogen Citrate )	BTL		80	
64	ASCORIL NATURA SYRUP	BTS		400	
65	ASCORIL (Dry Cough and Cold syrup)	BTL		300	
66	CLARITINE SYRUP 100mls (Loratadine)	BTL		100	
67	CLAVAM SYR 228MG	BTL		200	
68	CLAVULIN 228 mg/5mls (Amoxillin & Clavunic acid )	BTS		400	
69	CLAVULIN SUSP. 156mg/100mls (Amoxillin & Clavunic acid )	BTL		200	
70	CO - ARTESIANE SUSP. - 120mls	BTL		400	
71	COAMOX - MEPHA 156mgs SUSPENSION - 100mls	BTL		200	
72	COAMOX - MEPHA 457mgs SUSPENSION - 70mls	BTL		200	
73	CO-CORITHER SUSP 60ML	BTL		400	

74	COFNIL - N COUGH (Antitussive Exp.) 100mls	BTL		100	
75	COMBIVENT 20 UDV LIQUID	BTL		100	
76	COTREICH PAEDIATRIC SUSP - 100ML	BTL		400	
77	CRIPTOCAN DRY POWDER (Fluconazole)	BTL		100	
78	CURISAFE 125MG	BTL		200	
79	CURISAFE 250MG	BTL		200	
80	CYCLOPAM SUSP 100mls	BTL		400	
81	DABORAL SYRUP - 100mls	BTL		400	
82	SATRIN SYRUP	BTL		200	
83	ECOLAC (Lactulose solution 3.34/5ml)	BTL		200	
84	DACOF MYCOLYTIC 100mls	BTL		200	
85	DACOF SYRUP PAED	BTL		200	
86	DAFRACLAV SYRUP (Amoxillin&clavunic acid) 228mgs/5mls	BTL		1000	
87	DAFRACLAV SYRUP (Amoxillin&clavunic acid) 457mgs/5mls	BTL		1000	
88	DAKTARIN ORAL GEL	TUBES		200	
89	DALACIN C SYRUP	BTS		200	
90	DELASED CHESTY COUGH (Non Drowsy)	BTL		200	
91	DELASED CHESTY COUGH 100mls	BTL		200	
92	D-LORAT SYRUP	BTL		800	
93	ZEBATIN SUSPENSION (Ebastin 5mg/5ml)	BTL		400	
94	DUOVENT MDI 10mls (200 Doses)	BTL		200	
95	DURACEF SUSP. 125mgs/5mls - 60mls ( Bristol Myers squib)	BTS		100	
96	DUXCOSPAN SYRUP 60ML	BTL		200	
97	DYRADEM SYRUP 100mgs/5mls - 100mls - CIPLA	BTS		1,600	
98	ELIXIR NEOGADINE (Appetite stimulant) 150mls	BTS		400	
99	ENHANCIN 312mg/5mls - 100mls ( Amoxillin+clavunic acid )	BTS		200	
100	ENTAMAX IN SUSP.100mls	BTS		400	
101	ENTEROGERMINA ( Bacillus Clausii spores) 5mls - 10's	BOX		400	
102	ERYTHROCIN (ABBOT)	BTS		800	

103	FARCOLIN (Salbutamol+Ammonium Chloride)	BTL		200	
104	FEBREX PLUS SYRUP 60mls	BTL		200	
105	FENPLUS SUSPENSION (Ibuprofen+paracetamol) - 100mls	BTL		800	
106	FERIZEST SYRUP -200mls	BTL		400	
107	FEROX LIQUID 200mls	BTS		400	
108	FEVRIL SUSP (Paracetamol+Promethazine)	BTL		200	
109	FLAGYL SUSP -100mls - Aventis	BTL		800	
110	FLAMOX SUSP. 100mls	BTL		400	
111	FLATAMEAL DS susp.( Anti - acid) -200mls	BTL		200	
112	FLEMNIL - 120mls (Bromhexine Hydro. )	BTL		400	
113	FERICOR SYRUP	BTL		200	
114	ACTILIFE DAILY FLORA	PKTS		200	
115	FLUDITEC CHILDREN 125 mls	BTL		400	
116	FLUDITEC EXP. ADULT 125 mls	BTL		400	
117	FLUXATE SYRUP (Anoxycillin+Flucloxacillin) - 100ml	BTL		400	
118	FRANOL SYRUP	BTL		200	
119	GABRICIP 60mls	BTL		400	
120	GABROCIP SYR	BTL		400	
121	TRIMORIX SYRUP	BTL		200	
122	GLYCOF SYR 120ML	BTL		200	
123	GRAMOCEF - O - SYRUP	BTL		200	
124	GRANID 125MG/5ML (Ornidazole)	BTS		400	
125	GROMIN SYRUP 200mls(Multivitamin syrup with Minerals &Lysine)	BTS		200	
126	GROVIT SYRUP 100mls (USV)	BTL		200	
127	HALOCEF SYRUP 125mgs/5mls - 100mls	BTL		200	
128	HALOCEF SYRUP 187mgs/5mls - 50mls	BTL		200	
129	HB - LIQUID 200mls	BTL		200	
130	HEPGISER LIQUID 200mls	BTL		400	
131	HIFER SUSP 200mls (Carbonyl Iron+Folic+Zinc)	BTL		200	

132	HOVITE SYRUP (Vit A,D, C Vit B1, B2, B6, B12) 120mls	BTL		200	
133	IBIDROXIL SYRUP 250mgs/5mls - 60mls	BTL		200	
134	IPCAVITE- M SYRUP (Multivitamin syrup) - 120mls (IPCA	BTL		200	
135	KEFNIR SUSP (Cefdinir 125mgs/5mls ) - 60mls	BTS		200	
136	KEFROX SUSP 250MG/5ML	BTL		800	
137	KEFSTAR SUSP.(Cefuroxime- 125mg/5mls) - 50mls	BTS		400	
138	KETOPLUS (Ketoconazole+Zinc) 120mls	BTL		200	
139	KOFFEX SYRUP 125mgs/5mls - 100mls	BTL		100	
140	KOFFEX SYRUP 250mgs/5mls - 100mls	BTL		100	
141	LETRIZINE SYRUP (Levocetizine) -60mls	BTL		800	
142	LEVAMISOLE 40mg/5mls - 15mls - SPHINX	BTL		400	
143	LONART SUSP. 100mls	BTL		400	
144	CADISTIN PLUS COUGH Expectorant	BTL		400	
145	CHERICOF SYRUP	BTS		200	
146	MAALOX SUSP.- PLUS 150mls	BTL		200	
147	MAXIPLEX SYRUP 100mls ( B- Complex with Vitamins Tonic)	BTL		200	
148	MAZIT SUSP 15ML	BTL		200	
149	MAZIT SUSP 30ML	BTL		200	
150	TELOVA SYRUP 60 ML ( Levocetizine and Montelukast)	BTS		200	
151	MEFNAC DS SUSP. 60mls (EFROZE CHEM)	BTS		200	
152	MICET SYRUP (Cetizine syrup) -60mls	BTS		400	
153	MODUL - 8 DROPS	BTL		400	
154	MONOCEF - O - SYRUP 100mgs/5mls - 60mls	BTL		200	
155	MOTILLIUM SYRUP 100mls	BTL		100	
156	MOTINORM SUSP. 30mls (Domperidone 10mgs)	BTS		100	
157	MOXAFORTE DRY SYRUP 100mls	BTL		400	
158	MUCOSOL ADULT SYRUP (Carbocisteine ) 250mgs/5mls - 120mls	BTL		200	
159	MUCOSOL PAED SYRUP (Carbocisteine ) 125mgs/5mls - 120mls	BTL		200	



160	MUCOSOLVON SOL.15mg/5mls -100mls	BTS		200	
161	LAXOPEG SYRUP( Lactulose concentrate)	BOTT		200	
162	NELADOL SUSPENSION 100ML	BTL		800	
163	NEOCLAV (Amoxi clav) 228mgs - 70mls	BTL		400	
164	NEOCLAV (Amoxi clav) 457mgs - 70mls	BTL		400	
165	NEO-KLAR SUSP 125MG/5ML (Clarithromycin)	BTL		400	
166	NEOMOX SUSP 125mgs- 100mls	BTL		800	
167	NEOMOX SUSP 250MG/5ML	BTL		400	
168	NETAZOX DRY SYRUP (Nitazoxanide) 30mls	BTL		400	
169	NICLAR (Clarithromycin) 125mgs/5mls - 60mls	BTL		200	
170	NOVACOF SYRUP 5lts - NOVELTY	GALL		80	
171	NUTRIVITA 100mls - (Sphinx)	BTL		200	
172	OZICAL SYRUP	BTL		200	
173	OGMACLAVE SUSP 228MG	BTL		200	
174	OGMACLAVE SUSP 457MG	BTL		200	
175	ZIFAM PROBIO	SACHE TS		2,000	
176	ORELOX (Cefpodoxime) susp. 40mgs/5mls - 100mls	BTL		200	
177	ORELOX (Cefpodoxime) susp. 40mgs/5mls - 50mls	BTL		200	
178	OROFER SYRUP 150mls	BTS		200	
179	URISOL CRANBERRY EXTRACT	SACHE TS		400	
180	VTA-KID TABS	TABS		400	
181	P- ALAXIN SUSP 60mls	BTL		800	
182	PANADOL SYRUP 5Litres - NOVELTY	GALL		80	
183	PECTORAL COUGH SYRUP(Pure Natural Plant Extract) - 100mls	BTS		200	
184	PECTYLIN - C - SYRUP (Exp. Syrup) - 120 mls - IPCA	BTL		400	
185	PEDIFEN PAED SYRUP (Orange Flavour) 100mls	BTL		400	
186	PENAMOX SYRUP 125mg/5ml -100mls - GSK	BTL		3,840	
187	PENAMOX SYRUP 250mg/5ml - 100mls - GSK	BTL		1,920	
188	PHARMATON KIDDI SYRUP 100mls	BTS		400	

189	PIRITON SYRUP 100mls - GSK	BTS		800	
190	PREDSOL SYRUP	BTL		200	
191	PROXIMEXA SUSP. (Cefuroxime ) 125mgs/5mls - 50mls	BTL		400	
192	PROXIMEXA SUSP. (Cefuroxime ) 250mgs/5mls - 50mls	BTL		400	
193	R.B. TONE SYRUP 200mls (Haematinic syrup+vit C)	BTS		200	
194	RANFERON SYRUP -12 (Vitamin B12 & Folic acid ) - 200mls	BTL		200	
195	PEPGEL PLUS SUSPENSION	BTL		900	
196	RELCER GEL ( Anti acid , Antiflatulance) - Glenmark	BTL		400	
197	RHINATHIOL ADULT 125mls - SANOFI	BTL		200	
198	RHINATHIOL CHILDREN 125mls - SANOFI	BTL		200	
199	RHINATHIOL PROMETHAZINE 125mls - SANOFI AVENTIS	BTL		200	
200	RHIZIN SYRUP 5mgs/5mls - 60mls (Cetirizine) – RECON	BTL		80	
201	ZEVAC SYRUP	BTS		100	
202	ROXID LIQUID (Roxithromycin) -60mls - Alembic	BTL		100	
203	RUFEX SUSP. (Cefuroxime) - 60mls	BTL		400	
204	SEFUR (Cefuroxime 125mgs/5mls ) - 70mls (Radiance)	BTL		200	
205	SEPTILIN SYRUP	BTS		200	
206	SEPTRIN SYRUP 100mls	BTS		1,000	
207	SEPTRIN SYRUP 50mls	BTL		800	
208	SIAM SUSP. 120mls	BTL		800	
209	BLISCAL SYRUP	BTL		200	
210	SOLVAXIN SYRUP (Ambroxol Hydro.) 100mls	BTS		200	
211	SOLVIN PLUS (Liquid) - 120mls	BTL		400	
212	SPASLIN DROPS (Dicloverine Hydrochloride +simethicone) 30mls	BTL		200	
213	SUCRAFIL O GEL (Sucralfate /Oxetacaine Susp) 100mls	BTL		200	
214	SULID SYRUP 60mls	BTL		200	
215	FEMSMART	BTL		500	
216		BTL		200	
217	SYNERCOF (Anti - allergic ) Exp. 100mls - Synermed	BTL		100	

218					
219	TOT HEMA ORAL SOLUTION	AMPS		200	
220	TRES- ORIX SYRUP	BTL		200	
221	TRIHISTAMINE SYRUP - 5L itres - (PMC)	GALL		80	
222	TRILAC SACHETS - 15'S	SACHE TS		1,200	
223	TRIMETABOL SYRUP 200mls	BTL		80	
224	TUSPRESS SYRUP - 100mls	BTL		400	
225	TUSQ- D COUGH MIXTURE - 100 mls	BTL		400	
226	TUSQ- X EXPECTORANT - 100 mls	BTL		400	
227	TUSSIDEX FORTE LICTUS	BTL		200	
228	TUSSPEL PLUS SYRUP - 100mls	BTL		800	
229	TUSSPEL SYRUP - 100mls	BTL		400	
230	ULGICID SUSP. 200mls (Phillips )	BTL		200	
231	UNIBROL (Aminosidine) - 60mls	BTL		400	
232	UNIGEL SUSP. 180mls	BTL		400	
233					
234	UROXIA SYRUP (Amino Acids + Vitamins) - 200mls	BTL		800	
235	VEDROX DRY SYRUP 125mgs/5mls - 100mls	BTL		1,000	
236	VENTOLINE EXP. (WELCOME) - 100mls -GSK	BTL		600	
237	VIFEX ( Salbutamol) - 100mls	BTL		400	
238	VISCID GEL 200mls	BTS		400	
239					
240	VIUSID (Special Nutrient) - 21's	NOS		1,680	
241	VOLTARENE SATCHETS	SATCH		400	
242	XIME SUSP 50MG/5ML	BTS		200	
243	ZAGOLE 200mgs/5mls -60mls	BTL		1,600	

244	ZEDCAL LIQUID 200ML	BTL		100	
245	ZEDEX COUGH SYRUP 100mls	BTL		200	
246	ZEFCOLIN SYRUP	BTL		200	
247	ZENTEL SUSP. 20mls - GSK	BTL		400	
248	ZINC COMPLEX LIQUID 200ML	BTL		800	
249	ZINNAT SYRUP 125mg / 5mls - 50mls - GSK	BTL		200	
250	ZITHROMAX ORAL SUSP. POWDER 200mg/5mls - 15mls	BTL		80	
251	ZMAX 2gms OS Granules (Adults)	BTS		100	
252	ZOLICID GEL 180ml (antacid) - CIPLA	BTL		800	
253	ZORCAN SYR	BTL		200	
254	ZYRTEC SOL. 150mls	BTL		80	
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>		<b>QTY.</b>	
	<b><u>DRESSINGS</u></b>				
1	ACNE - CLEAR CREAM 15gms	TUBES		100	
2	ACNE SOL CREAM 25gms	TUBES		100	
3	ACNEGON GEL (Clindamycin Phosphate 1%) 15gms	TUBES		200	
4	ACYCLOVIR - DENK 5% CREAM - 5gms	TUBES		100	
5	ADACIN GEL (Adalpalene 0.1% + Clindamycin 1%) 15 Gms	TUBES		100	
6	ADVANTAN CREAM 15gms (Shering Plough)	TUBES		200	
7	ALBICAN PESS V3	NOS		1,200	
8	ALBICAN PESS V6	NOS		1,200	
9	ALBICAN B CREAM 15gms	TUBES		800	
10	ALBICAN CREAM .20gms	TUBES		800	
11	ALBICAN POWDER 15gms	TUBES		400	
12	ALOMIDE EYE DROP 10mls	BTS		400	
13	AMPUCARE GEL (Rapid Healing for wounds) - 15gms	TUBES		400	

14	ANOMEX SUPP. - 5's	NOS		1000	
15	ANUSOL OINTMENT 25gms - Pfizer	TUBES		400	
16	ANUSOL SUPP	NOS		400	
17	APDROP (Moxifloxacin ) Eye Drops	BTS		400	
18	APDROP DX (Moxifloxacin +Dexamethasone ) Eye Drops	BTS		400	
19	DERIHALER (Salbutamol 100mcg per actuation)	UNIT		400	
20	AVAMYS ( Fluticasone furoate) - Nasal and ocular symptom relief	BTS		80	
21	BACIMIX POWDER (Neomycin+Bacitracin) 10gms	BTS		200	
22	BACTROBAN CREAM 15gms	TUBES		200	
23	BACTROBAN OINT 15gms	TUBES		200	
24	BANEOCIN CREAM (Neomycin+Bacitracin)	TUBES		200	
25	CUTOCOR CREAM	TUBES		200	
26	BAYCUTEN - N CREAM	TUBES		100	
27	BECLATE 100 INHALERS - 200 DOSES	UNIT		120	
28	BECLOMIN OINT. 15gms	TUBES		200	
29	BECLOSONE - C -CREAM 0.5% 15gms - Syner Med.	TUBES		400	
30	BECLOSONE - N-CREAM 3% 15gms - Syner Med.	TUBES		400	
31	BECONASE AQEOUS NASAL SPRAY - 200 DOSES	TINS		80	
32	AVIR CREAM	TUBES		400	
33	BENZYL PEROXIDE 2.5%	TUBES		200	
34	BETADINE ANTISEPTIC SOLUTION 125mls -10%	BTS		200	
35	BETADINE ANTISEPTIC SOLUTION 500mls - 10%	BTS		200	
36	BETADINE DRY POWDER SPRAY 2.5% 55gms	TINS		200	
37	BETADINE GARGLE & MOUTH WASH 250mls - 10%	BTS		200	
38	BETADINE OINT 10% 40gms	TUBES		200	
39	BIO -OIL	BTS		80	
40	BURNFIX CREAM	TUBES		200	
41	DERIPHYLLIN SYRUP (Etophylline +Theophylline ) syrup	BOTT		200	
42	CALAMINE LOTION	BTL		400	

43	CANDID CREAM 20gms - Glenmark	TUBES		400	
44	CANDID EAR DROPS 15mls	BTS		80	
45	CANDID LOTION 1% 20mls	BTS		200	
46	CANDID MOUTH PAINT 15mls - Glenmark	BTL		200	
47	CANDID PESS. V6 - 100mgs - 6's - Glenmark	NOS		1,200	
48	CANDID VAGINAL GEL 2% - Glenmark	NOS		200	
49	CANDID-B CREAM 15gm - Glenmark	TUBES		400	
50	CIPROLENE EYE DROPS (Ciprofloxacin)	BTS		400	
51	CLOBIT CREAM ( Clobetasole) 30gms	TUBES		400	
52	CLOBIT OINT ( Clobetasole) 30gms	TUBES		400	
53	CONLAX - 5 SUPP (Bisacodyl ) - 5's	NOS		400	
54	CONTRA -TUBEX CREAM	TUBES		80	
55	CUSI GENTADEXA EYE /EAR DROPS 10mls	BTS		40	
56	CUSICROM 2% 10mls Eye Drops	BTS		100	
57	CUSIVIRAL EYE OINT. (Acyclovir) 4.5gms	TUBES		100	
58	DALACIN T SOLUTION 1% 30mls	BTS		80	
59	DEEP HEAT RUB 15gms	TUBES		160	
60	DEEP HEAT SPRAY 150mls	TINS		80	
61	ACTILIFE PAIN RELIEF SPRAY	TINS		200	
62	DENTOGEL (Analgesic,natiseptic,anaesthetic gel for mouth) -10gms	TUBES		200	
63	DERMOBACTER 125mls	BTL		200	
64	DERMOBACTER 300mls	BTL		200	
65	DERMOGUARD MIXICREAM 20gms	TUBES		200	
66	DEXIPAN CREAM (Dexpenthanol) - 20gms	TUBES		200	
67	DEXTRACIN EYE DROPS ( Dexamethasone 0.1% + Neomycin Sulp. 0.5% ) 5mls	BTS		400	
68	DIFUSIN OINTMENT (Sodium Fusidate 2%)	TUBES		200	
69	DIPROSALIC OINT. 10gms (Shering Plough)	TUBES		200	
70	DOMOGEL (Oral gel)	BTS		80	
71	DREZ OINT. (Metronidazole 1% + Iodine - Povidone 5%) - 10gms	TUBES		100	

72	DREZ SOL. (Metronidazole 1% + Iodine - Povidone 5%) - 100mls	BTS		200	
73	DUOFILM 15mls (Stiefel)	BTS		80	
74	DUONASE NASAL SPRAY	BTL		80	
75	ECOZOLE VAG PESS	BTS		1200	
76	ECZIDERM -S OINT 15gms	TUBES		200	
77	ELOCOM CREAM 15gms (Mometasone)	TUBES		100	
78	ELOCOM OINT.15gms (Mometasone)	TUBES		100	
79	DUOSKIN CREAM	TUBE		200	
80	EURAX CREAM 20GM	TUBES		100	
81	EXAVATE - MF Ointment 20mgs	TUBES		200	
82	FASTUM GEL 30gms ( Ketoprofen 2.5% Gel)	TUBES		200	
83	FLEXEN GEL ( Ketoprofen 2.5% Gel) - 50gm	TUBES		800	
84	FLUCOS GEL (Floconazole) 0.5% 15gms	TUBES		80	
85	FORMONIDE 200/40 (Budesonide+ Formoterol)	DOSES		200	
86	FORACORT 200 INHALER - 120 DOSES	DOSES		400	
87	FORACORT 400 INHALER - 120 DOSES	DOSES		400	
88	FOPYN FAST GEL	GALL.		8	
89	GASET SUPP. 125mgs - 10's	NOS		400	
	GASET SUPPOSITORIES 250MG	NOS			
90	ONCOSIL CREAM	TUBE		160	
91	GENTAMYCIN EYE/EAR DROPS - 10mls - 0.3%	BTL		400	
92	GRABACIN POWDER 10gms (Globe Pharm.)	BTS		200	
93	GYNODAKTARIN CREAM 40gms	TUBES		200	
94	GYNOTRAVOGEN OVULE 600mgs - 1's	TUBES		200	
95	HYDROCOTISONE EYE	BTL		200	
96	HYDROCOTISONE SKIN	TUBES		80	
97	ONCOSIL TABS (Terbinafine 250 mg)	GALL.		8	
98	IMAZOLE - V PESS (Clotrimazole) -7's	NOS		2800	
99	INADINE (NoN adhesive dressing) - 10;s	NOS		400	

100	INFA - V OINT. (Metronidazole+Clotri+Lactic ) 30gms	TUBES		400	
101	INFA - V PESS. (Metronidazole+Clotri+Lactic ) - 8's	NOS		240	
102	K - Y JELLY	TUBES		20	
103	LAMISIL CREAM (Terinafine 1%) - 15 gms	TUBES		200	
104	LEVOLIN INHALER (Levosalbutamol ) 50mcg - 200doses	DOSES		200	
105	LINIMENT RUB	GALLS		16	
106	LIOTON GEL	TUBES		200	
107	LOFNAC SUPP (Diclofenac ) - 10's	NOS		2000	
108	LUGOLS IODINE	BTS		12	
109	MELACARE CREAM ( Hydro. +Tretinoine + Mometasone) 15Gms	TUBES		200	
110	METHYLATED SPIRIT 70%	GALL.		80	
111	METROGYL GEL 30gms	TUBES		200	
112	MICODERM CREAM (Clotrimazole)	TUBES		200	
113	MICONAL ECOBI CREAM 2%	TUBES		200	
114	MICOSON 2% CREAM (Miconazole)	TUBES		200	
115	MICROVAT VAGINAL TABS (Miconazole) - 6's	NOS		600	
116	MUPROZYG OINTMENT(Mupirocin 2%) 15gms	TUBES		200	
117	NADOXIN CREAM (Nadifloxacin 1% ) 10gms	TUBES		200	
118	HILDERM CREAM	TUBES		400	
119	NASONEX NASAL SPRAY (Schering Plough)	TINS		80	
120	NEO MEDROL ACNE LOTION 25mls	BTS		100	
121	NEO-PENOTRAN FORTE PESS. 7's	NOS		840	
122	NO RASH CREAM 20gms	TUBES		400	
123	NOVACEPT OINT 10% 15gms	TUBES		200	
124	NYSTATIN ORAL DROP	BTL		600	
125	OPALENE GEL (Adapalene gel 0.1%) 30gms	TUBES		200	
126	ORALDINE MOUTH WASH	BTS		200	
127	OTRIVIN NASAL DROPS ADULT	BTL		200	
128	OTRIVIN NASAL DROPS PAEDIATRIC	BTL		200	



129	OTRIVIN SPRAY 0.1% 10ML	BTL		80	
130	PANDERM CREAM 15gms	TUBE		400	
131	PARACETAMOL - DENK SUPP. 125mgs -10's	NOS		1,600	
132	PARACETAMOL - DENK SUPP. 250mgs - 10's	NOS		1,600	
133	PARAFEN SUPP. (Para+ Iboprofen) - 5's	NOS		2000	
134	PHYTORAL OINTMENT 15gms	TUBES		200	
135	POLYSPECTRAN EYE/EAR DROPS 5mls	BTS		160	
136	PROBETA .N. EYE /EAR DROPS	BTS		800	
137	QUADRIDERM (Beta/Genta/Tolfnatate/Cliquinol) 15gms	TUBES		400	
138	RAPID RELIEF - HOT GEL 30gms	TUBES		800	
139	RAPID RELIEF - HOT SPRAY 30gms	TINS		400	
140	REMIDIN ANTISEPTIC MOUHWASH -100mls	BTS		200	
141	RHEUMARENE CREAM	TUBES		200	
142	SHCRIPROCT SUPP. 12's (Shering Plough)	NOS		400	
143	SILVEREX CREAM (Broad spectrum Antibiotic) - 25gms	TUBES		200	
144	SOFRADAX EYE DROPS 8mls - Aventis	BTL		200	
145	SOFRATULE GAUZE	NOS		200	
146	SUBSYDE - GEL 15gms (Diclofenac Diethylamine )	TUBES		200	
147	SYMBICORT TURBUHALER 80/4.5 ug/ds – Astrazeneca	DOSES		80	
	SYMBICORT TURBUHALER 160/4.5 ug/ds – Astrazeneca			200	
	SYMBICORT TURBUHALER 329/9 ug/ds – Astrazeneca			200	
148	TACROZ FORTE OIT 10gms	TUBES		200	
149	TERBISIL 250mgs - 14's (Terbinafin) - CIPLA	NOS		1,120	
150	TERBISIL SPRAY	CANS		80	
151	TETRA CYCLINE EYE OINTMENT 1% - 3.5gms	TUBES		1,000	
152	TOBRADEX EYE DROP 5mls (Tobramycin + Dexamethasone)	BTS		400	
153	TOBREX EYE DROPS 5mls (Tobramycin)	BTS		400	
154	TRAVOCORT CREAM 15gms	TUBES		200	

155	TRAVOGEN CREAM 20gms	TUBES		200	
156	TRIMOCON CREAM (Triam+Mico)15gms	TUBES		200	
157	ULCIP EYE/EAR DROPS (Ciprofloxacin) 5mls - CIPLA	BTS		400	
158	UNISTEN HC - CREAM (Clotrimazole 1% Hydrocort 1%)	TUBES		200	
159	UNIVIR CREAM 10gms (Acyclovir)	TUBES		200	
160	FLUOMIZIN (Dequalinium chloride) 6's	NOS		420	
161	VENTOLIN INHALER 200 Doses - GSK	TINS		400	
162	VICRYL RAPIDE 3/0	DOZEN S		8	
163	VINEGAR SOLUTION	BTS		3	
164	VISINE EYE DROPS	BTL		80	
165	VOLTARENE EMUGEL 50GMS	TUBES		200	
166	VOLTARENE EMULGEL 20GM	TUBES		200	
167	VOLTARENE SUPP	NOS		600	
168	VOMITIN - 10 SUPP. ( Domperidone) 5's	NOS		2000	
169	VOMITIN - 30 SUPP. ( Domperidone) 5's	NOS		2000	
170	WOKADINE OINT 15gms	TUBES		200	
171	WORKADINE SOLUTION ANTISEPTIC 100mls - 10%	BTL		200	
172	XCIPRO EYE DROPS 5mls ( Ciprofloxacin)	BTS		200	
173	XTRADERM CREAM 20gms - (OCHOA)	TUBE		200	
174	XYLO - MEPHA N/SPRAY -ADULT (0.1%) - 10mls	TINS		200	
175	XYLO - MEPHA N/SPRAY -CHILD (0.05%) - 10mls	TINS		200	
176	XYLOCAINE 2% JELLY 30gms (Astrazeneca)	TUBES		80	
177	XYLOPROCT SUPP. 10's (Astrazeneca)	NOS		200	
178	ZUPRICIN B OINT 15gms	TUBES		200	
179	ZYRTEC DROPS 10mgs/ml - 15mls	BTS		200	
180	LAWASH	BTS			

	<b><u>NON PHARMACEUTICALS</u></b>						

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	BRAND	PACK SIZE	COUNTRY OF ORIGIN	UNIT PRICE (KSH.)
1	10CC SYRINGES (KEREMAX)	EACH	40,000				
2	5CC SYRINGES (KINGS)	EACH	50,000				
3	2CC SYRINGES (KEREMAX)	EACH	20,000				
4	AMBULANCE STRETCHER (Aluminium High) - TD 01013	EACH	1				
5	BD PEN NEEDLES 4mm	EACH	500				
6	BED MACKINTOSH 4X6" SIZE (Green)	EACH	10				
7	BED SHEETS (WITH SONY LOGO)	PAIR	50				
8	BIN LINNERS BLACK	EACH	5,000				
9	BIN LINNERS RED	EACH	5,000				
10	BIN LINNERS RED	EACH	5,000				
11	BIN LINNERS YELLOW	EACH	5,000				
12	BLADE HOLDERS	EACH	100				
13	BRANULA BLUE - G22	EACH	1,000				
14	BRANULA PINK - G20	EACH	1,000				
15	BRANULA YELLOW - G24	EACH	1,000				
16	BETADINE SOLUTION 500mls	BTS	50				
17	CIDEX SOLUTION 5LTRS	GALL	20				
18	DISPOSABLE SPECULUMS - LARGE	EACH	200				
19	DISPOSABLE SPECULUMS - MEDIUM	EACH	300				
20	BUCKET - Blue	EACH	3				
21	BUCKET - Green	EACH	3				
22	BUCKET - Red	EACH	3				
23	CELLULAR BLANKETS ADULT 230CM X 180CM	EACH	40				
24	CHROMIC CATGUT 3/0 RB 26mm1/2 circle	DOZ	10				
25	CIDEX SOLUTION 5ltrs	GALLS	20				
26	CLEAN GLOVES (Total Touch) - Medium Size -71/2	EACH	40,000				
27	CLEAR STAPPINGS 6"	ROLLS	600				
28	CLEAR STRAPPING (KEREMAX) 4"	EACH	300				

29	COTTON WOOL (36"X100YDS) - 1500GMS	ROLLS	120				
30	CREP BANDAGES 3"	ROLL	500				
31	DEXTROSE 10% 500mls (Infusion Medicare K ltd)	BTL	10				
32	DEXTROSE 5% 500mls (Infusion Medicare K ltd)	BTL	300				
33	DIGITAL BLOOD PRESSURE MONITOR K2 - 1802 1) Measurement Range - 3 -300mmHg 2) Batt. 4x 1.5V - Size AA - Made in Japan	EACH	5				
34	DIGITAL THERMOMETERS (Omron) -MC 203E	EACH	50				
35	DISPOSABLE MEDICAL FACE MASKS 3PLY -100'S	EACH	500				
36	DISPOSABLE GLOVES(KEREMAX) 7.5 - 100'S	BOX	150				
37	DISPOSABLE IMPERMEABLE GOWNS ( LONG SLEEVED)	EACH	20				
38	DISPOSABLE MEDICAL FACE MASKS 2PLY -100'S	EACH	500				
39	DISPOSABLE MEDICAL FACE MASKS 1PLY -100'S	EACH	500				
40	DISPOSABLE NEEDLES G21 (KEREMAX)	EACH	30,000				
41	DISPOSABLE NEEDLES G21 (Kings)	EACH	20,000				
42	DISPOSABLE NEEDLES G23 (Finoject)	EACH	20,000				
43	DISPOSABLE NEEDLES G23 (KINGS)	EACH	20,000				
44	DISPOSABLE SHOE COVERS	PAIR	100				
45	ELBOW CRUTCHES FS 933L - Foshan	PAIRS	5				
46	ELBOW CRUTCHES (Foshan)	PAIRS	10				
47	FOREHEAD THERMOMETERS (TD-1116A)	EACH	5				
48	FRIDGE THERMOMETRS	EACH	10				
49	FUVIZEN STERILE TULLE (Sodium Fusidate 2%) 10x10cms - 10's	PACK	20				
50	For Abscesses , diabetic ulcer, surgical wounds and colostomies						
51	DISPOSABLE NEEDLES G19(KEREMAX)	EACH	500				

52	GAUZE ROLLS ( HQ Quality) - 36'' x100yds	ROLLS	200				
53	GERMIDINE STERILE TULLE (Povidone Iodine 10%) 10cm x10cm - 10's	PACK	20				
	Antiseptic gauze dressing for wounds with high risk of infections						
54	GREEN TOWELS	EACH	20				
55	HAND RUBS (Alcohol Based) 500mls	BTS	100				
56	HEAVY DUTY RUBBER GLOVES(Medium Size)	PAIR	100				
57	HEXASHIELD STERILE TULLE (Chlohexidine 0.5%) 10cm x10cm - 10's	PACK	20				
	Topical agent for burns , wounds and infected ulcers						
58	HIBITANE LIQUID 5% - 5LTRS	GALL	10				
59	HUMAPEN BD NEEDLES - 4mm	EACH	500				
60	INFRA RED THERMOMETER (Without Contact ) 1) Operating Range - 5cm -to 0.5seconds 2) Medisain + MW 150	EACH	5				
61	INSULIN SYRINGES COMPLETE WITH NEEDLES	PKT	100				
62	HARTMANS' SOLUTION 500mls	BTS	500				
63	Invalid Crutches Tips	EACH	10				
64	IV GIVING SETS	EACH	10,000				
65	JIK SOLUTION 5LTRS - JIK	GALL	60				
66	KNEE CAPS - Large	EACH	20				
67	KNEE CAPS - Medium	EACH	20				
68	KNEE SUPPORTS- LARGE	EACH	20				
69	LEUKOPLAST STRAPPINGS 6''	EACH	300				
70	LIQUID SOAP 500mls	BTS	100				
71	LUMBAR CORSAT - LARGE	EACH	3				
72	LUMBAR CORSAT - MEDIUM	EACH	6				
73	LUMBAR CORSAT -X LARGE	EACH	7				
74	MEASURED VOLUME INFUSION SETS (Angle Touch)	EACH	200				

75	MEDIPLAST	EACH	10,000				
76	METHYLATED SPIRIT 70%	GALL	100				
77	MVA KIT (IPAS)	EACH	3				
78	NASAL OXYGEN CANNULAS (Neonate)	EACH	50				
79	Nebulizer Medel Aerofamily compressor	EACH	2				
80	Nebulizer Medel ASI PRO COMPRESSOR	EACH	2				
81	Nebulizer Medel Jet Basic Kit Adult Mask	EACH	5				
82	Nebulizer Medel Jet Basic Kit Child Mask	EACH	5				
83	NEEDLE HOLDERS	EACH	100				
84	NORMAL SALINE	BTS	1,000				
85	NYLON SUTURE RB 2/0	DOZ	10				
86	NYLON SUTURE RC 2/0	DOZ	10				
87	NYLON SUTURES 2/0 2METRIC 1/2 CIRCLE RB 30mm	DOZ	10				
88	NYLON SUTURES 3/0 2METRIC 1/2 CIRCLE CURVED CUTTING 30mm	DOZ	10				
89	OMRON GENTLE TEMP EAR THERMOMETERS	EACH	5				
90	OXYGEN FLOWMETER WITH HUMIDIFIER/REGULATOR	EACH	1				
91	OXYGEN NASAL CANULLA - PAED	EACH	25				
92	Oxygen Nasal Canulla polymed - Adult	EACH	50				
93	Oxygen Nasal Canulla polymed - Child	EACH	25				
94	PAEDRIATIC BP CUFFS	EACH	5				
95	Pillow Covers Heavy Mankintosh(With Sony Logo)	EACH	15				
96	PRIMAPORE STERILE DRESINGS 20cm x10cm	EACH	200				
97	Re - Fill of Medical oxygen 1.32mcg	CYL	2				
98	SAFETY BOXES (KEMSA)	EACH	500				
99	SCALP VEIN G21	EACH	3,000				
100	SCALP VEIN G23	EACH	3,000				

101	SELF SEALING STERILIZATION POUCH (4'X2X12")	EACH	200				
102	SELF SEALING STERILIZATION POUCH (8'X14') 200MMX360MM	EACH	200				
103	SHOULDER CRUTCHES FS 925L - Foshan	PAIRS	3				
104	SILICONE GEL	EACH	10				
105	SILK SUTURES 2/0 RC (2metric) 35mm 1/2 circle	DOZ	10				
106	SIMPLE BANDAGES	ROLL	120				
107	SOFRATULE GAUZE	EACH	1500				
108	Sputum Mug	EACH	10				
109	STAND FOR VITAL SIGNS MONITOR	EACH	2				
110	STERICOTT NO. 9	EACH	500				
111	STERILE DRESSING NO. 9 (Medisols)	EACH	100				
112	STERILE GLOVES(KEREMAX) 7.5	PAIR	2,500				
113	STERILE SURGICAL GLOVES (Crown Gloves) - Size 7 1/2	EACH	2000				
114	STRETCHER ARMY TYPE (Foldable) - Green PVC -Crown	EACH	1				
115	SUCTION CATHETERS SIZE 10	EACH	100				
116	SUCTION CATHETERS SIZE 4	EACH	100				
117	SUCTION CATHETERS SIZE 6	EACH	100				
118	SUCTION CATHETERS SIZE 8	EACH	100				
119	SURGICAL BLADES	EACH	1,000				
120	SURGICAL BLADES 24"	EACH	500				
121	SURGICAL DRAPES	EACH	10				
122	SURGICAL SPIRIT 5LTRS	GALL	50				
123	SYRINGES SIZE 10cc	EACH	5,000				
124	SYRINGES SIZE 2cc	EACH	5,000				
125	SYRINGES SIZE 5cc	EACH	5,000				
126	THEARTRE RUBBER GUM BOOTS (Antistatic) SIZE 5	EACH	1				
127	THEARTRE RUBBER GUM BOOTS (Antistatic) SIZE 6	EACH	3				
128	THEARTRE RUBBER GUM BOOTS (Antistatic) SIZE 7	EACH	5				

129	THEARTRE RUBBER GUM BOOTS (Antistatic) SIZE 8	EACH	5				
130	THEARTRE RUBBER GUM BOOTS (Antistatic) SIZE 9	EACH	4				
131	THOMAS SPLINTS	EACH	3				
132	ULTRA SOUND PRINTING PAPERS	EACH	100				
	Sony Type V ( High Glossy)						
	UPP - 110G						
	110mm x 18m						
133	ULTRA SOUND GEL	EACH	20				
	Eco Super Gel - 5000gms						
134	UNITULLE PARAFFIN GAUZE (Sterile - Ready for Use) 10x10cms - 10's	PACK	20				
	Non Adhesive , open - mesh dressing						
135	UMAX ENEMA (Phosphate Enema - Ready for Use ) 133mls	BTS	20				
136	URINAL PLASTIC - FEMALE (UPL)	VIALS	5				
137	URINAL PLASTIC -MALE (UPL)	EACH	5				
138	VITAL SIGNS MONITOR VS - 800NIBP/Spo2/PR -Mindray	EACH	1				
139	WALL THERMOMETERS	EACH	10				
140	WATER FOR INJECTION 500mls	BTL	100				
141	LIQUID PARAFFIN 5 LITRES	GALL					
142	EPISIOTOMY SCISSORS						



## MEDICAL LABORATORY REAGENTS

ITEM NO.	ITEM DESCRIPTION	ANNUAL QTY	UNIT	UNIT PRICE (KSH.)
1	CD4 NOW BLEACH	3	PK	
2	1/2" Needles 23G 100s	2,000	NOS	
3	Acetone 2.5LT	4	GAL	
4	Acid Phosphate (RANDOX)	3	KIT	
5	Air Detector ( Biolyte)	1	KIT	
6	Albumin Liquicolor 1000mls (RANDOX)	4	KIT	
7	Alkaline Phosphatase 100mls (RANDOX)	4	KIT	
8	Amalyse(RANDOX))	2	KIT	
9	API -20E - (Boxes)	3	KIT	
10	APTT{HEMOSTAT}	2	KIT	
11	ASO Latex Reagent 10mls	4	KIT	
12	ASSAY CUPS(COBAS E 411) (60*60)	2	BOX	
13	ASSAY TIPS(COBAS E 411) (30*120)	2	BOX	
14	Automatic pipettes	2	NOS	
15	Bilirubin 200mls (Boeringer/(RANDOX)	4	KIT	
16	Blood group Antisera ( a,b &d)	3	KIT	
17	Brucella Reagents 5mls	4	KIT	
18	Buffer Tablets 100s	5	TN	
19	Bulbs (Energy server)	10	NOS	
20	Calcium 200mls ( Randox)	2		
21	Carbol fuschin 25gms	2	PK	
22	CD4 NOW DAILY CHECK CONTROL KIT	5	KIT	
23	CD4 NOW GOLD KIT	5	KIT	
24	CD4NOW LIQUIPACK	5	KIT	
25	Chloride 200mls ( Randox)	4		
26	Chloride Electrodes (Biolyte)	1		
27	Chocolate Agar Base 500gms (OXOID)	3		
28	Cholestral 120mls ( Randox)	5		
29	CITRATED VACUTAINERS	200	NOS	
30	COBAS E .	1	KIT	
31	COBAS E . AFP CALSET	1	KIT	
32	COBAS E . AFP II	1	KIT	
33	COBAS E . ANTI CCP	1	KIT	
34	COBAS E . C- PEPTIDE	1	KIT	
35	COBAS E . CA 125	1	KIT	
36	COBAS E . CA 19 -9	1	KIT	
37	COBAS E . CA125 CALSET	1	KIT	
38	COBAS E . CA15 -3 CALSET	1	KIT	
39	COBAS E . CA19-9 CALSET	1	KIT	
40	COBAS E . CEA	1	KIT	
41	COBAS E . CEA CALSET	1	KIT	
42	COBAS E . CK - MB	1	KIT	

43	COBAS E . CK –MB CALSET	1	KIT	
44	COBAS E . DHEA - S	1	KIT	
46	COBAS E . FOLLATE II CALSET	1	KIT	
47	COBAS E . FREE BETA - HCG CALSET	1	KIT	
48	COBAS E . FREE PSA	1	KIT	
49	COBAS E . FREE PSA - CALSET	1	KIT	
50	COBAS E . FSH II CALSET	1	KIT	
51	COBAS E . FT 3	1	KIT	
52	COBAS E- FT3 CALSET	1	KT	
52	COBAS E . FT 4	2	KIT	
	COBAS E- FT4 CALSET			
	COBAS E . TSH	2	KIT	
	COBAS E- TSH -CALSET	1	KT	
53	COBAS E . HB AG	1	KIT	
54	COBAS E . HB AG CALSET	1	KIT	
55	COBAS E . HB AG CONFIRMATION	1	KIT	
	COBAS E- HB AG CONFIRMATION -CALSET	1	KT	
	COBAS E- HCG -STAT	1	KT	
57	COBAS E . HCG - STAT CALSET	1	KIT	
58	COBAS E . HCG + BETA CALSET	1	KIT	
59	COBAS E . HCG +BETA	1	KIT	
60	COBAS E . HVS - 1lhg	1	IKIT	
61	COBAS E . HVS - 2lhg CALSET	1	KIT	
62	COBAS E . LGH	1	KIT	
	COBAS E – LGH -CALSET	1	KT	
63	COBAS E . MYOGLOBIN	1	KIT	
	COBAS E – MYOGLOBIN - CALSET	1	KT	
64	COBAS E . TOTAL PSA	1	KIT	
	COBAS E – TOTAL PSA- CALSET	1	KT	
65	COBAS E . Toxo IgG	1	KIT	
	COBAS E- TOXO IgG - CALSET	1	KT	
66	COBAS E . Toxo IgM	1	KIT	
	COBAS E-TOXO IgG - CALSET	1	KT	
67	COBAS E . TROPOMIN THS	1	KIT	
	COBAS E- TROPONIN THS- CALSET	1	KT	
68	COBAS E . TROPOMIN THS START	1	KIT	
	COBAS E-TROPONIN THS START-CALSET	1	KT	
69				
70	COBAS E . VITAMIN B12	1	KIT	
	COBAS E- VITAMIN B12- CALSET	1	KT	
71	Combur - 10 stripes	25	KIT	
72	Conditioner Sodium ( Biolyte)	1	KIT	
73	Control Diff Kit	2	KIT	

74	Cotton wool	10	ROLL	
75	Coverslips	18	BOX	
76	Creatinine 200mls	4	KIT	
77	CRP (NYCOCARD)	2	KIT	
78	Cryptococcal antigen (CRAG) STRIPS	1	TINS	
79	D - DIMER (NYCOCARD)	2	KIT	
80	EDTA Vacutainer 4mls	3,000	NOS	
81	Electrolyte Reagent (Biolyte)	2	BOX	
82	ESR Disposable Tubes	200	NOS	
83	Field Stain A	8	TINS	
84	Field Stain B	8	TINS	
85	Filter papers	1	BOX	
86	Flouride Tubes	200	NOS	
87	Follicle Stimulating Hormone (FSH)	1	KIT	
88	Formaline solution	1	LTRS	
89	Gamma GT 100mls	3	KIT	
90	Gauze	18	ROLL	
	GIEMSA POWDER 500GM	1	TN	
	GLYCEROL LIT	10LT	LT	
91	Glacial acetic acid	1	LTRS	
92	Glass slide heater	1	NOS	
93	Glass Slides	28	BOX	
	Glass slides (Frost Ended)			
94	Gloves ( Non Sterile ) -100's (Boxes)	100	BOX	
95	GLUCO-RX strips (Glucose)	20	TINS	
96	GLUCO-RX STRIPS (Glucose) meter	3	NOS	
97	Glucose Kit 1000mls	2	KIT	
98	GOT 100mls (RANDOX)	3	KIT	
99	H- pylori kit Antigen	3	BOX	
	H.Pylori –Antibody	10	KT	
100	H. Pylori kit (Antibody)	3	BOX	
101	Haematrol N control	1	KIT	
102	HB - Cuvettes calorimeter	300	NOS	
103	HB ELECTROPHORESIS KIT	3	KIT	
104	HB Glucometer digital	1	NOS	
105	HBAIC (NYCOCARD)	2	KIT	
106	HC - Cleaner 1000 mls	3	TINS	
107	HC Dilluent 2ltrs x8	8	GALL	
108	HC Lyser CF	3	TINS	
109	HCG latex (Direct) Kit	4	KIT	
110	HDL Cholestrol 80mls (Boeringer)	2	KIT	
111	Hemacontrol Cuvettes - Tins	84	TINS	
112	Hepatitis B Surface Antigen kit STRIPS	3	BOX	
113	Indian Ink 25mls	1	TINS	
114	Iodine crystals 25gms x1	1		
115	Iron Liquicolor 200mls (Boeringer)	1	KIT	
116	LDH Test Kit 450mls ((RANDOX)	3	KIT	

117	Lens tissue papers - Booklet	4	NOS	
118	Luteinizing Hormone (LH)	1	KIT	
119	Methanol Alcohol 5ltrs x5	5	GALL	
120	Methylated Spirit 5ltrs x 12	12	GALL	
121	Micro albumin Kit	10	KIT	
122	Occult Test( Hexagon) - 20tests - (Hexagon OBTI)	2	BOX	
123	Oil Immersion 100mls (Xylene free)	3	TINS	
124	Paediatric EDTA vacutainer (Pcs)	200	NOS	
125	Pasterur Pipettes	-	NOS	
126	Petri Dishes ( Disposable)	1,000	NOS	
127	Pipette 10mls x 0.1 ( Glass)	10	NOS	
128	Pipette 1ml x 0.1 (Glass)	10	NOS	
129	Pipette Tips (Blue)	10,000	NOS	
130	Pipette Tips (Yellow)	10,000	NOS	
131	Plain Vacutainer	5,000	NOS	
132	Plastic urine Containers screw caps(Disposable)	500	NOS	
134	Pottasium Pellets 100mgs	1	TINS	
135	Pottassium 100mls (Wet chemistry)	3	KIT	
136	Pottassium Electrode ( Bilolyte)	1	NOS	
137	Precinom U	2		
138	Pregnancy kits (Eurostrip) 100T	3	BOX	
139	Prostatic surface antigen (PSA) Rapid	2	KIT	
140	PTI (RANDOX))	2	KIT	
141	QBC LENS	1	NOS	
142	QBC tubes	20	BOX	
143	RF - Latex 2mls	1	KIT	
144	Rota virus rapid kit	3	KIT	
145	Rubber teats	2	NOS	
146	SALMONELLA ANTIGEN STRIPS	30	KIT	
147	SGOT ( Boeringer)	3	KIT	
148	SGPT ( Boeringer)	3	KIT	
149	Sodium Chloride	2	KIT	
150	Sodium Electode ( Biolyte)	2	NOS	
151	Sodium metabisulphite	1	TINS	
152	Sodium Rapide 100mls (Wet chemistry)	3	KIT	
153	Standard Operational manual -Medical Lab (Latest Edition)	1	NOS	
154	Stool containers with screw caps (Disposable)	300	NOS	
155	Sulphuric Acid	2	GALL	
156	Syringes 2mls - (Kings )	5,000	NOS	
157	Syringes 5mls - ( Kings)	5,000	NOS	
158	YSWASH( COBAS E41)	2	KIT	
159	Test Tube 10cm x 1cm ( 12x75)	1,000	NOS	
160	Test tube cleaning Brush	10	NOS	

161	Thermol paper	15	NOS	
164	Total protein 60mls(RANDOX))	4	KIT	
165	Tourniquette Locables	10	NOS	
166	TPHA Kit (RANDOX))	1	KIT	
167	Triglyceride 150mls (RANDOX)	2	KIT	
169	U- Albumin (NYCOCARD)	2	KIT	
170	Universal bottles	50	NOS	
171	Urea Liquicolor(RANDOX)	4	KIT	
172	Uric Acid 120mls (RANDOX)	1	KIT	
173	V. Cholera Typing Sera	1	KIT	
174	VDRL Kits (Strips RPR) 100s	2	KIT	
175	AUTOMATIC PRICKERS(CONTACT ACTIVATED)	6,000	NOS	

## **221 Evaluation of Technical aspects of the Tender**

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

## **221 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):**

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

## **222 Evaluation Criteria (Other Factors) (ITT 33.6)**

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

### **a) Delivery schedule.**

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 V, 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 the 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 V, Schedule of Requirements.

*[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]*

**b) Deviation in payment schedule.** *[insert one of the following]*

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 outlined in the SCC.

or

ii. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum *[insert adjustment rate]*.

**c) Cost of major replacement components, mandatory spare parts, and service.** *[insert one of the followings]*

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

or

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods *[normally not more than 10% or 15%.]*

**d) Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

**e) Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]*

*[Either amend the following text as required, or delete if life cycle cost is not applicable]*

- i) number of years for life cycle cost determination *[insert the number of years of economic life of Goods];*
- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is *[insert the discount rate];*
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology E.G. This should include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc];*
- iv) and the following information is required from tenderers *[insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc].*

**f) Performance and productivity of the equipment: *[insert one of the followings]***

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

*[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of **XXX** (specify currency and amount) for each **YYY** % (percent) above the **minimum ZZZ** % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at **PPP** (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of **BBB**% . ]*

**or**

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

*[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle*

*cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]*

**g) Specific additional criteria**

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/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.]

**1. Multiple Contracts (ITT 33.4)**

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 36 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;
- (c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and
- (d) Determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

*(ITT 13.1) An alternative if permitted under*

*ITT 13.1, will be evaluated as follows: [insert*

*one of the following]*

“A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.”

**or**

“A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.”



## 2 MARGIN OF PREFERENCE

- 21 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%.
- 22 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 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) labour, 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.
  - c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
  - d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
  - e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall 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.
  - f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

## 3 Post-Qualification of Tenderers (ITT 37)

*[Note for Procuring Entity to be deleted before issuing the tender documents.]*

*This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub- Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]*

### **31 Post-Qualification Criteria (ITT 37.1)**

In case the tender was not subject to pre-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 (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

*[Note for Procuring Entity to be deleted before issuing the tender documents.]*

*Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].*

### **32 If the Tenderer is a manufacturer**

#### **a) Financial Capability**

- 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 supply cash flow of Kenya Shillings \_\_\_\_\_ [or \_\_\_\_\_]
- ii) Minimum average annual supply turnover of Kenya Shillings \_\_\_\_\_ [insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last \_\_\_\_\_ [insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

#### **b) Experience and Technical Capacity**

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Goods" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

*[list the requirement(s), including experience in successfully implementing sustainable*

*procurement requirements, if specified in the tender document.] Samples of Experience Requirements:*

- i) The Tenderer shall be manufacturing similar Goods for the last \_\_\_\_\_ (specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).
  - ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least \_\_\_\_\_ (Insert number) of contracts of similar Goods in the last \_\_\_\_\_ Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.
  - iii) (Optional) The installed capacity to manufacture \_\_\_\_\_ number of items (specify the relevant item number) shall not be less than \_\_\_\_\_ units per \_\_\_\_\_
- c) (Optional) **Documentary Evidence of Usage of Goods (When appropriate)**  
The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

### 33 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- 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 supply cash flow of Kenya Shillings \_\_\_\_\_
- ii) Minimum average annual supply turnover of Kenya Shillings \_\_\_\_\_ [insert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years, divided by [insert number of years] years.
- iii) Has satisfactorily and substantially completed at least \_\_\_\_\_ (specify number) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings \_\_\_\_\_ equivalent.

### 34 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last \_\_\_\_\_ (specify years). The required information shall be furnished as per form CON-2].

### 35 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 (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

#### 4.6. **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ (*specify years*). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## **SECTION IV - TENDERING FORMS**

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods

Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya

Price and Completion Schedule – Related Services Form of Tender Security – Demand

Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

## FORM OF TENDER

### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

**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 reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.  
or  
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- 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) (a) 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 are 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 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, 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:** If our 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 member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, 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 Procuring Entity. Further, we are not ineligible under the 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 3.7];*
- 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 Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby 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) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ *(specify website)* during the procurement process and the execution of any resulting contract.
- q) **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.
- (r) We, the Tenderer, have completed fully and signed 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 informed 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.



## 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. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every 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) has been requested to submit a Tender in response to this request for tenders;
  - 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 \_\_\_\_\_

**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 herein 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, its servants and/or agents /subcontractors 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 hereby 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 highlight 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 procurement or 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 bidder to whom was awarded contract, or a member of the group of bidders 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 subsection (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.

23 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) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - 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 party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. 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<sup>1</sup> 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 debar 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<sup>2</sup> 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.

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<sup>1</sup>For the avoidance 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.

<sup>2</sup> 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 thereof 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 tenderer shall 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: ..... *[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]* Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> 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 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



## TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) 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	Name of the Tenderer	
3	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.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

**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) .....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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 an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest Relationship or with Tenderer</b>
1			
2			
3			

(ii) Conflict of interest disclosure

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly 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.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
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.		
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 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 correct.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

(Signature)

(Date)

## 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].*

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	<i>[insert Tenderer's legal name]</i>	Tenderer's Name:
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>	
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>	
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>	
5.	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>	
6.	Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>	
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.	
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	

## **Price Schedule Forms**

*[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

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

**Beneficiary:** \_\_\_\_\_

**Request for Tenders 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 on or before that date.

\_\_\_\_\_  
*[signature(s)]*

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

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**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.*

**FORM OF TENDER-SECURING DECLARATION**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

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) our receipt of a copy of your notification of the name of the successful Tenderer; 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 constituted 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 FORM**

*[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter 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 ITT*

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

To: ..... *[Insert complete name of Procuring*

*Entity] 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 hereby 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]*

## Section V - Schedule of Requirements

### Notes for Preparing the Schedule of Requirements –

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that “delivery” takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## 1. Technical Specifications

- 1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
  - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
  - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
  - iv) The PPRA encourages the use of metric units.
  - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
  - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
  - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
  - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
    - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
    - b) Any sustainable procurement technical requirements shall be clearly specified.
- 1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
  - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
  - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
  - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such

technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

**Summary of Technical Specifications:** The Goods and Related Services shall comply with following Technical Specifications and Standards:

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
[insert item No]	[insert name]	[insert TS and Standards]

**Detailed Technical Specifications and Standards** [*insert whenever necessary*]. [*Insert detailed description of TS*]

2.

### **Inspections and Tests**

The following inspections and tests shall be performed:..... [*Insert list of inspections and tests*]

# **PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract 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.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC**.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**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.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

## **2. Interpretation**

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

2.2. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP 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.

## **3. Contract Documents**

Subject to the order of precedence set forth in the Contract 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 Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

## **4. Fraud and Corruption**

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person 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.

## **1.6 Entire Agreement**

### **4.1.2 Framework Agreement**

4.1.2.1 The Parties shall enter into a Framework Agreement within 28 days after the Contractor 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.

4.1.2.2 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 works 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 Contractor to commence the works on a particular package in a specified location within the duration of the agreement.

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

- 4.1.2.4 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.
- 4.1.2.5 This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.
- 4.1.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.
- 4.1.2.7 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 contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, 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.
- 4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

## 4.2 Amendment

No amendment or 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.

## 4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or 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.

## 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid 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 and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is 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 to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as 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 written 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 Sub-contractor 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.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

## **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:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in 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 from that country or any payments to any country, person, or entity.

## **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.

10.2 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 hereinafter 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:**

1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

1022 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.

1023 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.

1024 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.

- 1025 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.
- 1026 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.
- 1027 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.

### **103 Arbitration Proceedings**

1031 Arbitration proceedings with 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 a request to submit it to arbitration and to concur in the appointment of an Arbitrator within 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

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

### **1033 Alternative Arbitration Proceedings**

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.

### **104 Arbitration with Foreign Suppliers**

1041 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.

1042 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-Clause 1.4 [Law and Language].

### **105 Alternative Arbitration Proceedings**

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.

### **106 Failure to Comply with Arbitrator's Decision**

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

### **107 Contract operations continue**

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **11. Inspections and Audit by the Procuring Entity**

11.1 The Supplier shall keep, and shall cause its Subcontractors 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 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government 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 Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

## **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 List of Goods and Delivery Schedule specified in the Supply 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 with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

## **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**.

- 15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plusorminus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## **16. Terms of Payment**

- 16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.
- 16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.
- 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 may 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 or arbitration award.

## **17. Taxes and Duties**

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best 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 formats stipulated by the Procuring Entity in **the SCC**, or in another format 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 thirty (30) 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. Copyright**

- 19.1 The copyright in all drawings, documents, and other materials containing data and information

furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **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 Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier 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-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
  - b) now or hereafter 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 hereto 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 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

## **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 its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 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 travelling 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.
- 26.5 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.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof 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- Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test 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 26.6, 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 those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

- 285 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 286 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## **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, trademark, 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 thereby 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**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- 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 Kenya (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 thereby 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 GCC Clause 15.

### **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 its 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 thereof. 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 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;

- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
  - c) a description of any effect(s) of the change on performance/functionality.
- 33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
  - b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
  - c) improves the quality, efficiency or sustainability of the Goods; or
  - d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- 33.6 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
  - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
    - (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.
- 33.7 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.

#### **34. Extensions of Time**

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors 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 GCC Clause 32, 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 26, 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 GCC Clause 34;
    - 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 2.2 a 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 performed, 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.

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

35.2 Termination for Convenience.

- a) 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.
- b) 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**

- 37.1 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-Clause 35.3.

## SECTION VII - 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 herein 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].*

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*[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(h)	The Procuring Entity is: <i>[Insert complete legal name of the Procuring Entity]</i>
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: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For <b>notices</b> , the Procuring Entity's address shall be: Attention: <i>[ insert full name of person, if applicable]</i> Postal address (full postal address) Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i> ) Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 10.4.2	The place of arbitration shall be ----- (specify City and Country).
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping detailsetc.]</i> .  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 <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.  If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i>
GCC 16.1	<b>Sample provision</b>  GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  <b>A. Payment for Goods supplied from abroad:</b> Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner:  (i) <b>Advance Payment:</b> 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.

	<p>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> 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.</p> <p><b>B. Payment of local currency portion of a foreign Supplier shall be made in Kenya shillings</b> 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.</p> <p><b>C. Payment for Goods and Services supplied from within Kenya:</b></p> <p>Payment for Goods and Services supplied from within Kenya shall be made in _____ [currency], as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice 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.</p> <p>(ii) <b>On Delivery:</b> 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. The bank guarantee shall then be released.</p> <p>(iii) <b>On Acceptance:</b> 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.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be [insert number] days.</p> <p>The interest rate that shall be applied is [insert number] %</p>
<b>GCC 18.1</b>	<p>A Performance Security [ insert “shall” or “shall not” be required]</p> <p>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</p> <p>[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]</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of: [insert “a Demand Guarantee” or” a Performance Bond”]</p> <p>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”]</p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: [ insert date if different from the one indicated in sub clause GCC 18.4]</p>
<b>GCC 23.2</b>	<p>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]</p>
<b>GCC 24.1</b>	<p>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]</p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>

	If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[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)]</i>
<b>GCC 25.2</b>	Incidental services to be provided are: <i>[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.]</i>
<b>GCC 26.1</b>	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
<b>GCC 27.1</b>	The liquidated damage shall be: <i>[insert number] % per week</i>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <i>[insert number] %</i>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <i>[insert number] days</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p> <p><b>Sample provision</b></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p><b>or</b></p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).</p> <p><i>[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]</i></p> <p style="text-align: right;">-</p>
<b>GCC 28.5, GCC 28.6</b>	The period for repair or replacement shall be: <i>[insert number(s)] days.</i>
<b>GCC 33.6</b>	<p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage).</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>

## **SECTION VIII - 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.

## FORM No. 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 Tender Information Form on the format below.

-----

### FORMAT

1 For the attention of Tenderer's Authorized Representative

i) Name: \_\_\_\_\_ [insert Authorized Representative's name]

ii) Address: \_\_\_\_\_ [insert Authorized Representative's Address]

iii) Telephone: \_\_\_\_\_ [insert Authorized Representative's telephone/fax numbers]

iv) 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.]

2 Date of transmission: \_\_\_\_\_ [email] on [date] \_\_\_\_\_ (local time)

This Notification is sent by \_\_\_\_\_ (Name and designation) \_\_\_\_\_

3 Notification of Intention to Award

i) Employer: \_\_\_\_\_ [insert the name of the Employer]

ii) Project: \_\_\_\_\_ [insert name of project]

iii) Contract title: \_\_\_\_\_ [insert the name of the contract]

iv) Country: \_\_\_\_\_ [insert country where ITT is issued]

v) 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:

#### **(I The successful tenderers:**

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.			



**(ii) Other Tenderers**

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 read out.

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.				

*(Note a) State NE if not evaluated*

4 How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) 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.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - I) Attention: \_\_\_\_\_ *[insert full name of person, if applicable]*
  - ii) Title/position: \_\_\_\_\_ *[insert title/position]*
  - ii) Agency: \_\_\_\_\_ *[insert name of Employer]*
  - iii) Email address: \_\_\_\_\_ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) 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.
- e) 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.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

5 How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - I) Attention: \_\_\_\_\_ *[insert full name of person, if applicable]*
  - ii) Title/position: \_\_\_\_\_ *[insert title/position]*

- iii) Agency:\_\_\_\_\_ [*insert name of Employer*]
- iv) Email address:\_\_\_\_\_ [*insert email address*]
- c) 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.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

**6 Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title/p**

**FORM NO. 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**

**FORM NO. 3 LETTER OF AWARD**

*[Use letter head 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 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 a

**Attachment: Framework Agreement**

## FORM NO. 4 - FRAMEWORK AGREEMENT

*[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]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called “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]* (hereinafter called “the Supplier”), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., \_\_\_\_\_ *[insert]*
  - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
    - a) the Letter of Acceptance
    - b) the Letter 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
  - iii) 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 in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby 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.
3. IN WITNESS whereof the parties hereto 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]*

**FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with *(name of Employer)* \_\_\_\_\_ (the Employer as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *(in words)*,<sup>1</sup> 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.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. 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 request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

---

*[Name of Authorized Official, signature(s) and seals/stamps]*

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

**FORM No.6 - PERFORMANCE SECURITY [Option 2– Performance Bond]**

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]* **Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of , 20 \_\_\_\_\_, for \_\_\_\_\_ in accordance
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
  - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount



of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

**Beneficiary:**

\_\_\_\_\_ [Insert name and Address of Employer]

**Date:** \_\_\_\_\_ [Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:**  
reference number]

[Insert guarantee

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words \_\_\_\_\_) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_)<sup>1</sup> 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 the costs of mobilization in respect of the 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.

4. 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 Contractor on its account number \_\_\_\_\_ at -----.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor 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, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

<sup>2</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer 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. N/A

6. 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 request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

---

\_\_\_\_\_ *[Name of Authorized Official, signature(s) and seals/stamps]*

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

**FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM  
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

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)
<b>1.</b>	FullName		Directly-----	Directly.....	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?:	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes -----No-- --
	National identity card number or Passport number		----- % of shares	.....% of voting rights		
	Personal Identification Number (where applicable)		Indirectly----	Indirectly-----		
	Nationality		----- % of shares	% of voting rights		
	Date of birth [dd/mm/yyyy]					

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)
Postal address				Direct..... .....  Indirect..... .....	2. Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect..... ...
Residential address					
Telephone number					
Email address					
Occupation or profession					
2.	Full Name 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	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..... .....

	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)
						Indirect..... ...
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]*

Bidder Official Stamp