



National Open Tender

Document For

**FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY
OF BRANDED MEDICINE**

TENDER NO: KNH/T/63/2024-2026

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



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KENYATTA NATIONAL HOSPITAL
THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202, NAIROBI
Email: procurement@knh.or.ke; procurementknh@gmail.com

Tender No: KNH/T/63/2024-2026

1. **TENDER NAME:** FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF BRANDED MEDICINE INVITATION TO TENDER
2. **PROCURING ENTITY:** KENYATTA NATIONAL HOSPITAL PO BOX 20723- 00202 NAIROBI KENYA
3. **CONTRACT NAME AND DESCRIPTION:** FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF BRANDED MEDICINE
4. **KENYATTA NATIONAL HOSPITAL** invites eligible bidders for the FRAMEWORK CONTRACT FOR Supply and Delivery of Branded Medicine.
5. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
6. *In case this tender is subject to a Reservation, specify the Group is eligible to tender, insert e.g., “Tendering is open to all Small and Medium Enterprises registered appropriately - (Not applicable)”.*
7. *In case tender is subject to Multiple contracts/lots, insert “Tenderers will be allowed to tender for one or more lots”. (Not applicable).*
8. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during weekdays and office working hours [0900 to 1400 hours] at the address given below.
THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202, NAIROBI.
Email: procurement@knh.or.ke; procurementknh@gmail.com
9. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of Kenya *shillings 1000* in cash or Banker’s Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website: www.knh.or.ke Tender documents obtained electronically will be free of charge.
10. Tender documents may be viewed and downloaded for free from the website: www.knh.or.ke Tenderers who download the tender document must forward their particulars immediately to facilitate any further clarification or addendum.
DIRECTOR SUPPLY CHAIN MANAGEMENT
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202, NAIROBI.
Email: procurement@knh.or.ke; procurementknh@gmail.com
11. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

12. Completed tenders must be delivered to the address below on or before **9th July 2024** at 10:00am.
13. Electronic Tenders *will not be* permitted.
14. 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.

THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL,
Upper hill, off Hospital Road
Administration block, Supply Chain Management Entrance,
P.O BOX 20723- 00202, NAIROBI.
Email: procurement@knh.or.ke ; procurementknh@gmail.com

15. Late tenders will be rejected.
16. The addresses referred to above are:
 - a) **Address for obtaining further information and for purchasing tender documents.**

Kenyatta National Hospital
Physical address: Nairobi City, Hospital Road, Kenyatta National Hospital, Administration Block, Supply Chain Management Division, contracts office room No. 6
P.O. Box 20723-00202 Nairobi
Director supply Chain management,
Tel. 2726300,
Email: procurementknh@gmail.com or procurement@knh.or.ke.
 - b) **Address for Submission of Tenders.**

Kenyatta National Hospital
Director, Supply Chain Management
Nairobi City, Hospital Road, Kenyatta National Hospital, Administration Block, Supply Chain Management Division, Contracts office room No.6
 - c) **Address for Opening of Tenders.**

Kenyatta National Hospital
Nairobi City, Hospital, Kenyatta National Hospital, Administration Block, Supply Chain Management Division, Contracts office room No.6

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A. General Provisions

1. Scope of Tender

- 1.1. The Procuring Entity as defined in the Tender Data Sheet (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

- 2.1 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 (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.
- 3.2 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.

- 3.3 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.
- 3.4 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 ITT1.1 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.
- 3.5 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.
- 3.6 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.

- 3.7 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.9. 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 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.
- 3.12 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 3.13 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.

3.14 Application for exemption from the Competition Authority of Kenya may be accessed from the website **Error! Hyperlink reference not valid.**

3.15 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

4.1 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 ITT3.9.

4.2 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.

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

4.4 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.

4.5 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.

B. Contents of Request for Tender Documents

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

- 5.2 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.
- 5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 5.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6. Clarification of Tendering Document

- 6.1 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 ITT6.4. 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 ITT5.3, 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 ITT7.
- 6.2 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.
- 6.3 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.
- 6.4 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 ITT6.3. Minutes shall not identify the source of the questions asked.

6.5 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 ITT7 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

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

7.2 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 ITT6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT7.1.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT21.2.

C. Preparation of Tenders

8. Cost of Tendering

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

9. Language of Tender

9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in 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

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT11 and ITT13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT18.1;
- 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 ITT16.2 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 ITT15, 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**.
- 10.2 In addition to the requirements under ITT10.1, 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.
- 10.3 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**
- 11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. 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**
- 12.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.
- 13. Tender Prices and discounts**
- 13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.
- 13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 13.3 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.
- 13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
- 13.5 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 ITT28. 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.
- 13.6 If specified in ITT1.1, 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 ITT13.4 provided the Tenders for all lots (contracts) are opened at the same time.

- 13.7 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.
- 13.8 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.
- 13.9 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

- 14.1 The currency(ies) of the Tender, the currency(ies) of award and the currency(ies) of contract payments shall be the same.

- 14.2 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.
- 14.3 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**
- 15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT15, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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**
- 16.1 To establish Tenderer eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 16.2 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

17.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT18, 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 ITT17.3.

17.3 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

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

18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

18.3 If a Tender Security is specified pursuant to ITT18.1, 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
- iv) authority listed by the Authority; or
- v) a letter of credit; or
- vi) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

18.4 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 ITT17.2.

- 18.5 If a Tender Security is specified pursuant to ITT18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 18.6 If a Tender Security is specified pursuant to ITT18.1, 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 ITT46. 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 decline to extend tender validity period.
- 18.7 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.
- 18.8 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 ITT45; or
 - ii) furnish a Performance Security in accordance with ITT46
- 18.9 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 ITT10.2.
- 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 ITT11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT12, 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 initialled 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 member's legally authorized representatives.
- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled 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.

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

23.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

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.
- 24.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per 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.
- 24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialled 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**.
- 24.7 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).
- 24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - 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.
- 24.9 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.
- 28.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - iii) 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.

- 28.3 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.
- 28.4 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 nonconformities 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.
- 30.3 Tenderers shall be notified of any error detected in their bid during the notification of award.
- 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**.
- 32.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 32.4 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.
- 33.3 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.
- 33.4 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.
- 33.5 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;
- 33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The 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

- 42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter 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**
- 45.1 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 21 days 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
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: KNH/T/63/2024-2026 The Procuring Entity is: KENYATTA NATIONAL HOSPITAL The name of the Contract is: FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF BRANDED MEDICINE The number and identification of lots (contracts) comprising this Invitation for Tenders is: KNH/T/63/2024-2026.
ITT 1.2(a)	Electronic -Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: Not applicable The electronic-procurement system shall be used to manage the following aspects of the Tendering process:
ITT 2.3	The Information made available on competing firms is as follows: _____ The firms that provided consulting services for the contract being tendered for are: _____ Not applicable
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: [Not applicable]
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with - Not applicable
B. Contents of Tendering Document	
ITT 6.1	(a) Address where to send enquiries is P.O. Box 20723-00202 Nairobi and procurementknh@gmail.com or procurement@knh.or.ke to reach the Procuring Entity not later than 2/7/2024. (b) The Procuring Entity publish its response on the website www.knh.or.ke
ITT 6.2	A pre-tender conference will not be held N/A
ITT 6.3	The questions to reach the Procuring Entity not later than 2/7/2024.
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the website: www.knh.or.ke
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: [list any additional documents not already listed in ITT11.1 that must be submitted with the Tender]- not applicable
ITT 12.1	Alternative Tenders "shall not be" considered. [If alternatives shall be considered, the methodology shall be defined in Section III - Evaluation and Qualification Criteria. See Section III for further details]
ITT 13.5	The prices quoted by the Tenderer "shall not " be subject to adjustment during the performance of the Contract.

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to [100%] percent of the items specified for each lot (contract). <i>Prices quoted for each item of a lot shall correspond at least to [100%] percent of the quantities specified for this item of a lot.</i>
ITT13.8(a)(i) and (iii)	Place of final destination: [Kenyatta National Hospital Store Upper Hill off Hospital Road Nairobi City County]
ITT13.8(a)(iii)	Final Destination (Project Site): <i>[insert final destination/project site, if different from named place of destination]</i> - Not applicable
ITT13.8(b)(i)	Named place of destination, in Kenya is Kenyatta National Hospital
ITT13.8(b)(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 which is inclusive of price quoted.
13.8 (c) (iv)	The place of final destination (Project Site) is Kenyatta National Hospital.
ITT 14.2	Foreign currency requirements Not allowed.
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): [2/3 of its lifespan]
ITT 16.2 (a)	Manufacturer's authorization is: "required"
ITT 16.2 (b)	After sales service is: "not required"
ITT 17.1	The Tender validity period shall be 119 days.
ITT 17.3	(a) The No. of days beyond the expiry of the initial tender validity period will be 30 days. (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 (ii) By___% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension. - not applicable
ITT 18.1	[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.] A Tender Security shall be required. A Tender-Securing Declaration "shall not be" required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be KSHS. 150,000.00 in bank or insurance guarantees. [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]
ITT 19.1	In addition to the original of the Tender, the number of copies is: [ONE (1) of copies of the original bid document]
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: [insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].

ITT Reference	Particulars Of Appendix to Instructions to Tenders
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: Physical delivery at below address for registration Director supply Chain management KNH Po Box 20723-00202 Nairobi Administration Block; Supply chain Management Division Room _____
ITT 21.1	For Tender submission purposes only, the Procuring Entity’s address is: <i>[This address may be the same as or different from that specified under provision ITT7.1 for clarifications]</i> Attention: To Chief Executive Officer] Postal Address: [20723-00202 Nairobi Kenya] Physical Address: Nairobi City County Upperhill off Hospital, Kenyatta National Hospital Administration block, supply Chain Management office Entrance. Telephone: [2726300-9] Electronic mail address: [procurement@knh.or.ke, procurementknh@gmail.com] The deadline for Tender submission is: Date: Time: 10:00 a.m.] tenderers “ <i>shall not</i> ” have the option of submitting their Tenders electronically. <i>[Note: The following provision should be included and the required corresponding information inserted only if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i> The electronic Tendering submission procedures shall be: <i>N/A</i>
ITT 24.1	The Tender opening shall take place at: Attention: <i>The Chief Executive Officer</i> Postal Address: [20723-00200 Nairobi] Physical Address: Nairobi City County Upperhill off Hospital, Kenyatta National Hospital Administration block, supply Chain Management office Entrance Date: 9th July 2024. Time: 10:00 a.m. The electronic Tender opening procedures shall be: <i>N/A</i>
ITT 24.6	The number of representatives of the Procuring Entity to sign is three.
	E. Evaluation and Comparison of Tenders
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: ---
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: [Kenya Shilling] The source of exchange rate shall be: (the Central Bank of Kenya) The date for the exchange rate shall be: 9/7/2024.
ITT 32.3	A margin of preference and/or reservation “ <i>shall not</i> ” apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III - Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations __ who shall be duly registered with _____ Not applicable
ITT 33.2	Price evaluation will be done for the Consumables (specify Items or Lots (contracts)
ITT 33.2 (d)	Additional evaluation factors are - <i>N/A</i>

ITT Reference	Particulars Of Appendix to Instructions to Tenders
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: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(b) Deviation in payment schedule: <i>[No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: <i>[No. If yes, insert the Methodology and criteria in Section III, Evaluation and 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>[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>[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>[No. If yes, insert the Methodology and criteria]</i></p> <p>(g) <i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i></p>
	F. Award of Contract
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: [15%]</p> <p>The maximum percentage by which quantities may be decreased is: [100%]</p>
ITT 41.1	<p>The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% 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 5% of sum awarded</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 www.ppra.go.ke.</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: For the attention: [Dr. Evanson Kamuri] Title/position: [Chief Executive Officer] Procuring Entity: [Kenyatta national Hospital] Email address: [knhadmin@knh.or.ke]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity’s decision to award the contract.

SECTION III - TECHNICAL SPECIFICATIONS

5.1 Documentary evidence of qualifications to perform contract

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

- a) That in the case of a bidder offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: -
 - i. Is incorporated in the country of manufacture of the goods
 - ii. Has received satisfactory GMP inspection certificate in line with the WHO certificate scheme on pharmaceuticals from a recognized national regulatory authority.
- b) That, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce,
 - i. That the Tenderer has been duly authorized by a manufacturer of the Goods that meets the set Criteria to supply the Goods to the Hospital and
 - ii. That the Tenderer has a valid wholesale dealer's license from PPB.
- c) The Tenderer has a duly qualified registered Superintendent Pharmacist with a valid annual practicing certificate.
- d) That the Tenderer's premises have been registered by the PPB.

5.2 Certificates

5.2.1 Certificates of analysis should:

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

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

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

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

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

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

5.3 Standards of Quality Assurance for Supply

5.3.1 All products must:

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

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

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

- a) Batch certificates of each batch of drugs supplied.
- b) A certificate of analysis for each batch consignment delivered if requested.
- c) Assay methodology of any or all tests if requested.

- d) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request
- e) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- f) Ensure the Goods arrive at the port of entry (for imported pharmaceuticals or vaccines) or ex-factory with a remaining shelf life of at least two thirds of the total stipulated shelf life.

5.4 Product information

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

5.4.2 Product Specifications must include dosage form (e.g., tablet, liquid, injectable, emulsion, suspension, etc) and the medicine content (exact number of mg, micrograms or % v/v with acceptable range). The product should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL Pharmacopoeia or the International Pharmacopoeia. In case the

Pharmaceuticals or Vaccine product is not included in the specified compendium, the Supplier, upon award of the contract, must provide the reference standards and testing protocols to allow for quality control testing. Manufacturers and suppliers of originator products may provide copies of patent documents as evidence.

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

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

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

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

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

5.4.6 Specific

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

- a) **Infusions:** For all plastic containers a study at least covering sterility, pyrogenicity, acute toxicity and physicochemical test should accompany the offer during the supply of the products. The concentration of electrolytes shall be stated on the label in milli equivalent (Meq). The label of the product shall also indicate the quantity of ingredients in terms of weight or percentage concentration.
- b) **Ampoules and Vials:** Ampoules must be packed in rigid paperboard boxes, strong enough to resist crushing during transportation and storage in units of 5, 10 or similar multiples up to a maximum of 100 (10x 10). All ampoules must have a break line and be easy to break.
- c) **Topical preparations:** Content with less than 50gm shall be packed in leak-proof collapsible metallic or plastic tube, for volumes above 50gm in aluminum foil or plastic jars with close fittings caps or slip on lids. Each individual tube must be packed in a rigid paper board box and labelled appropriately
- d) **Elixir, Oral Suspension & Syrup:** These should be packed in tamper proof cap amber coloured glass or non- transparent plastic bottles, with appropriate dispensing measure in each pack, packed in well-padded strong carton. Bottles of powder for oral suspension should have a clear marking to show the required volume and or clear direction for reconstitution. The cap and stopper on every bottle should be watertight and leak- proof.
- e) **Tablets, Capsules, Caplets:** These should be packed in blister pack or laminated aluminum foil, packed in well closed and light resistant containers of appropriate size. The containers should be tamper-proof and sealed. Any loose packing must be accompanied by an acceptable justification from the manufacturer.
- f) **Suppositories, pessaries:** These must be packed in ready to dispense patient packs accompanied by suitable applicator for use in administration. Each must be individually sealed and packed.

5.4.7 Tertiary Packaging

- a) Tertiary packaging shall be undertaken in five-ply cartons, duly labelled and marked. The shapes of the cartons must be consistent and complementary to allow stacking.
- b) The cartons must have consistent dimensions of length, width and height. The cartons must contain polyethylene sheets inside to ensure that water does not seep through.
- c) The size of the carton should be proportional to its content, with the addition of appropriate padding to prevent damage to the product during transport.
- d) All carton flaps must be properly secured and sealed with special re-packers gum paper tapes.
- e) Two strong plastic strapping should be tied around the carton properly bound by a machine and stapled tightly.
- f) To facilitate manual loading and off-loading, the dimensions of each carton should not exceed 610mm x 460mm x 355mm.

The Gross weight of each packed carton should not exceed 35kg.

5.4.8 Labelling Instructions

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

- i The INN or generic name prominently displaced and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name.
 - ii The active ingredient “per unit, dose, tablet or capsule, etc.”
 - iii The applicable pharmacopoeia standard
 - iv Content per pack
 - v Instructions for use, including reconstitution, dilution etc. where applicable.
 - vi The phrase “Keep out of the reach of children”
 - vii Special storage requirements, including after reconstitution, dilution and opening. All temperatures must be in real values.
 - viii Batch number
 - ix Date of manufacture and date of expiry (in clear language, not code)
 - x Name and address of manufacturer and country of manufacture
 - xi Any cautionary statement
 - xii All printing must be on the original internal and external packages either engraved or in indelible ink. Stickers will not be accepted.
 - xiii All products delivered to the hospital must be clearly and visibly marked with the letters “KNH” on the label and outer pack.
- b) All labelling and packaging inserts shall be in English.
- c) Pharmaceutical drugs and vaccines requiring refrigeration or freezing for stability must specifically indicate storage requirements and temperatures on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to Kenyatta National Hospital.
- d) The outer case or carton should also display the above information.

5.4.9 Case Identification

- a) All cases should prominently indicate the following:
- i The INN name of product
 - ii The dosage form (e.g., tablet, ampoule, syrup)
 - iii Date of manufacture and expiry
 - iv Batch number
 - v Quantity per case
 - vi Package number 1 of 4
 - vii Special instructions for storage and handling
 - viii Name and address of manufacturer and country of origin
 - ix Gross weight and net weight in kilograms
 - x The legends: “Top, do not turn over” “Handle with care” etc.
 - xi Any additional cautionary statements
- b) No case should contain pharmaceutical or vaccine products from more than one batch.

5.5 Sample

- 5.5.1 A proper labelled sample of each items quoted must be delivered to Kenyatta National Hospital at least during the tender evaluation process after preliminary and financial evaluations are carried out.

- 5.5.2 The sample including literature in English must be written in the normal or usual commercial packaging as registered by the Kenya Pharmacy and Poison's Board, and should be labelled in English.
- 5.5.3 Sample must not be expired or spoiled for the duration of the tender period.
- 5.5.4 On submitting product samples and all required document the bidder must complete in triplicate sample submission form and ascertain that the filed form is signed by a duly authorized officer of KNH.
- 5.5.5 The sample must be the same as the product available in the market. Physician or marketing sample will not be accepted. Samples written "not for sale", "physician sample" or "free sample" will not be evaluated.

For products that are too expensive, a product literature in English can be submitted as a sample. Where such literature is provided it should be for the intended product to be supplied and should provide as much information about the product.

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

Sample Submission

Sample submission form should be **filled in duplicate, original to accompany samples & duplicate to remain with supplier.** *Bidders will be required to bring samples during the tender evaluation process after preliminary and financial evaluations are carried out.*

5.6 Product Specifications

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

SECTION VII: EVALUATION CRITERIA

Evaluation on bids will be conducted at three stages

1. Preliminary Evaluation Stage

Completeness and Responsiveness Criteria	Requirement
1. Form of Tender	Must submit dully filled form of tender on company letterhead, signed and stamped in the prescribed format in the tender document. (Attach power of attorney where applicable)
2. Tenderer's Eligibility Confidential Business Questionnaire	Duly filled, signed and stamped
3. Certificate of Independent Tender Determination	Duly Filled, Stamped and Signed
4. Self-Declaration on Debarment (PPAD ACT 2015)	Duly Filled, Stamped and Signed
5. Self-Declaration on Corruption/ Fraudulent Practices	Duly Filled, Stamped and Signed
6. Declaration and Commitment to the Code of Ethics	Duly Filled, Stamped and Signed
7. Tenderer Information Form	Dully filled as per the Tenderer Information form (attach organizational chart and list of board of Directors (CR12 or CR13) where applicable
8. Serialization	The bid document Must be chronologically and sequentially serialized i.e., 1,2,3,4...back to back including the original tender document and the table of content
9. Tax Compliance Certificate	Provide valid tax compliance certificate
10. Certificate of Incorporation	Provide Copy of certificate
11. Bid bond	Attach Original Bid bond of at least Ksh. 150,000/= valid for a period of 149 days from date of tender opening
12. Original/Copy of Bid Document	Must submit two Tender Documents (Original and Copy) spiral/book bound
13. Written Declaration by all Companies/ Institutions that that neither of their Directors have participated in the same Tender as Individual Tenderers, Joint Venture, Sole Proprietor or as a subcontractor	Attach copy of declaration signed and stamped by the person authorized to sign the Tender
14. Power of Attorney	Attach Power of Attorney for company with more than one director
15. Bank Details Form	Duly signed and stamped by both the Tenderer and the Bank as per the format provided
16. Tenderer Data Consent Form	Duly Filled, Stamped and Signed as per attached form
17. Trade License	Attach Valid Copy of Trade License or Evidence of renewal from relevant County Government
18. Wholesale dealers license	Provide Wholesale dealers license and/ or manufacturer license where applicable
19. Practice License of the Superintendent Pharmacist	Provide Current Annual Practice License of the Superintendent pharmacist

20. Premises registration certificate	Provide Premises registration certificate by the Pharmacy and Poisons Board
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Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification.

2. Stage 2: Product Evaluation

<p>a) Tenderers must submit samples that meet technical specifications and representing the products quoted for in all characteristics in original packaging, bearing the original label, package insert and product monograph and a summary of relevant product characteristics. The following will be evaluated at this stage:</p> <ol style="list-style-type: none"> 1. Regulatory Approval – (Includes annual retention certificates, Import licenses at the time of delivery of the products (for orphan medicines only), Or any other approvals from Pharmacy and Poisons Boards for import of the product. 2. International non-proprietary name [INN] or British Approved Name [BAN] 3. Acceptable compendia or monograph (BP, USP, French VIPAL, International Pharmacopoeia, Innovator products) where applicable 4. Name & address of manufacturer 5. Pharmaceutical formulation, strength of active ingredients & unit of issue 6. Batch number, manufacture & expiry dates 7. Storage requirements 8. Direction for use including route of administration, instructions for reconstitution, dilution & stability information in English 9. Integrity of external & internal packages, labels & closures 10. Dispensing measures, accessories & ease of use 11. Consistency & uniformity of formulation & colour 12. Marketing authorization – for medicines with import licenses, that can be used as marketing authorization in our market. 13. No documented poor-quality report
<p>b) Samples must:</p> <ol style="list-style-type: none"> i. Not be expired within the tender validity period ii. Be the actual presentation of the product to be supplied. iii. Have a plain label bearing the tender number and product code as indicated in the price schedule.
<p>c) Original information literature, complete and in English language, must accompany each product</p>

Bidders will be required to submit samples during the tender evaluation process. Bidders will be notified when to submit the samples for the tender.

3. Stage 3: Financial Evaluation

Evaluation will involve the following

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

The award criteria for our tenders is to the lowest bidder in price with acceptable sample, where applicable.

4. Technical Evaluation Stage

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 Requirements and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

Under this criterion responsive bidders from the mandatory evaluation stage shall be evaluated in two stages namely.

2A- Documentation evaluation

Only bidders who submit all mandatory requirements will proceed to part 2B **PRODUCT** evaluation.

2B- Product evaluation

Under this criterion the Hospital shall evaluate the supplied sample with its technical specification to confirm whether the sample meet the Hospital specification.

NB Only bids that qualify at Product Evaluation stage 2B above shall proceed to financial/ price evaluation. Samples submission will be communicated.

2.2.2 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.

5. Price Evaluation/Financial Evaluation Stage

Responsive Bidders in the **Product evaluation** stage shall proceed to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids.

Financials will be ranked and award shall be to the lowest evaluated bidder. The lowest evaluated tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria.

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

Bidders will be required to submit samples during the tender evaluation process. Bidders will be notified when to submit the samples for the tender.

The award criteria for our tenders is to the lowest bidder in price with acceptable sample, where applicable.

SECTION V - 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

Bank Details Form

Tenderer Data Consent 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) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]; or

Option 2, in case of multiple lots:

- a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and
- b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts 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 TDS17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS21.1 (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]*

m)

Name of Recipient	Address	Reason	Amount

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

- n) **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;
- o) **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
- p) **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.
- q) **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.
- r) **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.
- (p) 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 tenders]* 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.

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 Officer/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 Regulation 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 Subcontractors, 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 behaviour:
- 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 subsection 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.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "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:
 - i) "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 award¹ 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 inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹*For the 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.*

²*Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies 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. □ 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 (iv) Included are the organizational chart, a list of Board of Directors.

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	KNH/T/63/2024-2026
5	Date and Time of Tender Opening	9 th July 2024 at 10:00am
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality_____

Country of Origin _____ Citizenship_____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

iv)

	Names of Director	Nationality	Citizenship	% owned Shares
1				
2				
3				

(e) Disclosure Of Interest-

Interest of the Firm in the Procuring Entity.

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.

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

(f) Conflict of interest disclosure

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

(g) 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. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
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. <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors.

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]*



Telegram: "MEDSUP," Nairobi
Tel.: 2726300-9
Fax: 2725272

KENYATTA NATIONAL HOSPITAL
P.O. Box 20723- 00202-KNH
NAIROBI

BANK DETAILS FORM

INSTITUTION/COMPANY NAME:

TENDER NUMBER

AUTHORIZED PERSONS NAME:

POSITION:

EMAIL ADDRESS:

TELEPHONE NO.:

SIGNATURE:

DATE:

ACCOUNT NO.:

BANK NAME:

BRANCH NAME:

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORIZED SIGNATORY:

BANKERS STAMP:

ADDRESS	OFFICIAL STAMP
(1)	(2)
	BANK CODE
	BRANCH CODE

(1)	(2)

TENDERER DATA CONSENT FORM

Tender Number: _____

Tender Description: _____

Kenyatta National Hospital is committed to processing your personal information in accordance with the Hospital’s Data Protection Policy, Data Protection Act, 2019 and its Regulations.

The personal data submitted in the tender as detailed will therefore be processed in line with the relevant Data Protection, Policies, Laws and Regulations in the way(s) and purpose(s) detailed in this Data Subject Consent Form.

I/we _____ hereby give explicit consent to processing of my personal data by Kenyatta National Hospital for the purposes of compliance with the Data Protection Act, 2019.

Signed:

Name: (tenderers name): _____

Signature: _____

Date: _____

Stamp: _____

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.]

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

(Group C Tenders, goods to be imported) Date: _____ Currencies in accordance with ITT 15 ITT No: _____ Alternative No: _____ Page No _____ of _____								
1	2	3	4	5	6	7	8	9
Line-Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

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

• Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, goods already imported) Date: _____ Currencies in accordance with ITT 15 ITT No: _____											
Alternative No: _____ Page No _____ of _____											
1	2	3	4	5	6	7	8	9	10	11	12
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5=8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line-item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in Kenya]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
									Total Tender Price		

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

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

• Price Schedule: Goods Manufactured in Kenya

Kenya (Group A and B Tenders)				Date: _____					
Currencies in accordance with ITT 15				ITT No: _____					
Alternative No: _____				Page No _____ of _____					
1	2	3	4	5	6	7	8	9	10
Line Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4+5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labour, raw materials and components from within origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labour, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

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

• Price and Completion Schedule - Related Services

Currencies in accordance with ITT 15						
Date: _____						
ITT No: _____						
Alternative No: _____						
Page No _____ of _____						
1	2	3	4	5	6	7
Service No	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
					Total Tender Price	

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

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 _____(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter 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 contract 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 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) 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.
 - c) 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]

[Witness]

[Signature of the Guarantor]

[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 processes]*

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.

PART 2: SUPPLY REQUIREMENTS

SECTION VI - 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).

List of Goods and Delivery Schedule

The contract for FRAMEWORK CONTRACT FOR supply and delivery of Branded medicine will be valid for a period of two (2) years renewable annually based on satisfactory performance. The quantities below are indicative and will be ordered based on consumption patterns. Orders will be placed as and when required during the contract period up to 30th June 2026.

CODE	BRAND/ GENERIC NAME	COMPOSITION	PHARMACEU TICAL FORM /UNIT OF ISSUE		U N I T C O S T	T O T A L C O S T	R E M A R K S
SA018Z	Mestinon 60mg	Pyridostigmine 60mg	Tablets				
SB021	Flexilor	Lornoxicam 8mg	Tablet, Blister pack				
SB021A	Flexilor P	Lornoxicam 8mg+paracetamol325mg	Tablet,BlisterPack				
SB021B	Lonoflam plus	Lornoxicam 8mg,paracetamol 325mg	Tablet , blister pack				
SB021C	Lonoflam MR	Lornoxicam 8mg. Chlorzoxazone 250mg,paracetamol 325mg	Tablet, blister pack				
SB028	Betapyn	Paracetamol 450mg/Codeine10mg/Caffeine 50mg/Doxylamine5mg	Tablet, Blister Pack				
SB073B	Etorix/ Etoxy 60mg	Etoricoxib 60mg	Tablet, Blister Pack				
SB073	Etorix/ Etoxy 90g	Etoricoxib 90mg	Tablet, Blister Pack				

SB073	Etorix/ Etoxy120mg	Etoricoxib120mg	Tablet, Blister Pack				
SB055Z	Celebrex 200mg	Celecoxib 200mg	Capsule, Blister pack				
SB053	Zulu	Aceclofenac100mg/paracetamol 500mg	Tablet, Blister Pack				
SB053A	Zulu MR	Aceclofenac100mg/paracetamol 500mg/chlorzoxazone500mg	Tablet, Blister Pack				
SB102	Brustan	Ibuprofen 400mg/paracetamol 325mg	Tablet, Blister Pack				
SB102A	Brustan	Ibuprofen100mg/paracetamol 125mg/5ml	Syrup, Bottle 100ml				
SB046	Emanzen Forte	Serratiopeptidase10mg	Tablet, Blister Pack				
SB106	Tapentadol 100mg	Tapentadol 100mg	Tablet, Blister Pack				
SB050A	Airtal	Aceclofenac100mg	Tablet,BlisterPack				
SB063B	Deep Heat Spray	MethylSalicylate12.80% w/w, Menthol5.91% w/w, Eucalyptus Oil 1.97% w/w, Turpentine Oil1.47% w/w	Aerosol,Canister				
SB100Z	Acupan inj	Nefopam 20mg solution for inj	Ampoule				
SB061Z	Lefra 20mg	Leflunomide 20mg	Tablet,BlisterPack				

SB010Z	Cataflam 50mg	Diclofenac pottasium50mg	Tablet,BlisterPack				
SB081	Cataflam 1.5mg	Oral drops,15mg/ml	Dropper Bottle, 5ml				
SB103	Enzoflam	Diclofenac 50mg+paracetamol500mg+ serratiopeptidase15mg	Tablet,BlisterPack				
SB109	Hedex tablets	Paracetamol 200mg+aspirin 400mg+caffeine 50mg	Tablet, Blister Pack				
SB053C	Serrazen plus	Serratiopeptidase 30mg+aceclofenac 200mg	Tablet, Blister Pack				
SB101	Tramacet	Tramadol 37.5mg+Paracetamol 325mg	Tablet, Blister pack				
SB018C	Meftal forte	Mefenamic 500mg/paracetamol 325mg	Tablet, Blister Pack				
SB006A	Ponstan forte	Mefenamic 500mg	Tablet,BlisterPack				
SB104	Thiozone	Thiocolchicoside 8mg	Tablet,BlisterPack				
SB053E	Zyrtal gel	Aceclofenac gel	Tablet,BlisterPack				
SB104A	Orthoflex	Diacerein vitamin D, calcium, MSM, chondroitin+ omega 3	Tablet, Blister Pack				
SB008B	Dynapar spray	Diclofenac+ menthol+ methylsalicylate	Aerosol, Canister				
SB107	Uniortho 500	Univestin 500mg	Tablet, Blister pack				

SB047A	HCQS 200mg	Hydroxychloroquine 200mg	Tablet, Blister Pack				
SB039B	Mobic7.5mg	Meloxicam 7.5mg	Tablet, Blister Pack				
SB028A	Cipladon1g	Effervescentparacetamol1g	Tablet, Blister Pack				
SB010A	Voltfast 50mg	Diclofenac 50mg powder	Sachet				
SB068	Fentanyl 25mcg/hr Transdermal patch	Fentanyl 25mcg/hr	Transdermal patch				
SB060	Fentanyl 50mcg/hr Transdermal patch	Fentanyl 50mcg/hr	Transdermal patch				
SB115	Capsifenac	Capsicum, Oleoresin, Diclofenac Diethylamine, Menthol&Methylsalicylate	Gel,20gTube	1			
SB053C	Serrazen plus tablets	Serratiopeptidase 30mg +aceclofenac 200mg	Tablet, Blister Pack	1			
SB053D	Aclosara SP	Aceclofenac 100mg + Paracetamol 325mg + Serratiopeptidase 15mg	Tablet, Blister Pack	1			
SB013B	Gofen 400	Solubilized ibuprofen 400mg	Soft gel capsule, Blister pack	1			
SB031A	Parol	Paracetamol 250mg/5ml	Syrup, 150ml Bottle	1			
SB105	Nicotine Patch 21mg	Nicotine 21mg	patch	1			
SB105A	Nicotine Patch 14mg	Nicotine 14mg	patch	1			

SB105B	Nicotine Patch 7mg	Nicotine 7mg	patch	1			
SB105	Esofag-D	Esomeperazole/Domperidone 40/30mg	Tablet	1			
SB063	Deep relief gel 50g	Ibuprofen, levomenthol	Gel, tube, 50g	1			
SB108	Volini gel 30g	Menthol and Methyl Salicylate, as well as Diclofenac Diethylamine and Linseed oil.	Gel, tube, 30g	1			
SB026A	Tamepyn	Paracetamol + codeine+ doxylamine	Tablet, blister	1			
SB101A	Tramacetal	Tramadol+paracetamol tablet	Tablets, blister pack	1			
SB111	Etoxym 300/500	Etodolac 300mg+paracetamol 500mg	Tablets, blister pack	1			
SB081B	Monoflam	Diclofenac free acid solution 1.8MG/M	100ml, bottle	1			
SB116	Ecofree Plus	Etoricoxib 60mg+Paracetamol 500mg	Tablet, blister pack	1			
SB117	Etoflam MR	Etoricoxib 60mg + Thiocolchicoside 8mg	Tablets, blister pack	1			
SB114	Etoflam gel 50g	Etoricoxib gel	Tube	1			
SB028C	Panadol advance 500mg	Paracetamol 500mg	Tablet, blister pack	1			
SB041C	Adol 250mg suppositories	Paracetamol suppositories	Suppository	1			

SB112	Beecox Plus	Celecoxib 200/paracetamol 325mg	Tablet, blister pack	1			
SB113	Beecox Mr	Celecoxib 200/paracetamol 325/Chlorzoxazone 250mg	Tablet, blister pack	1			
SB028B	Xykaa BD 1000	Extended Paracetamol	Tablet, blister pack	1			
SB021D	Oxifast Mr	Lornoxicam+Paracetamol+ chlorzaxone, tablets	Tablet, blister pack	1			
SC160A	Ceregard forte	Cerebroprotrein Hydrolysate 90mg + Vit B1+ Vit B6 + Vit B12	Capsules, Blister Pack	1			
SC160C	Ceregard Plus	Cerebroprotein 60mg citicoline 750mg	Tablet	1			
SC160A	Benzit tablets	Flupentixol 0.5mg +Melitracen 10mg	Tablet, Blister Pack	1			
SC151A	Citicam 500mg	Citicoline 500mg	Tablet, Blister Pack				
SC149Z	Valtas 500mg	Divalproex 500mg	Tablet, Blister Pack				
SC157Z	Valtas750	Divalproex 750mg	Tablet, Blister Pack				
SC082Z	Stilnox10mg	Zolpidem10mg	Tablet, Blister Pack				
SC096Z	Modecate 25mg/ml inj	Fluphenazine 25mg/ml solution for inj	Ampoule				
SC080A	Topamax 25mg	Topiramate 25mg	Tablet, Blister Pack				

SC160	Ceregard	cerebroprotein	Tablet, Blister Pack				
SC161A	Prenor NT 75/10	Pregabalin 75mg+Nortriptine 10mg	Tablet, Blister Pack				
SC161	Prenor NT 25/10	Pregabalin 75mg+nortriptine10mg	Tablet,BlisterPack				
SC173Z	Aripitas10mg	Aripiprazole10mg	Tablet,BlisterPack				
SC075	Cavinton 5mg	Vinpocetine5mg	Tablet/Capsule, Blisterpack				
SC012Z	Cipralext10mg	Escitalopram10mg	Tablet,Blisterpack				
SC033A	Tegretol 200mg	Carbamazepine 200mg	Tablet, Blister pack				
SC033C	Tegretol CR 400	Carbamazepine 400mgcontrolledRelease	Tablet, Blister pack				
SC077A	Lyrica 75	Pregabalin 75mg	Tablet, Blister pack				
SC087A	Lyrica 25	Pregabalin 25mg	Tablet, Blister pack				
SC152	MGR 10	Flunarazine10mg	Tablet, Blister pack				
SC152	Zoloft 50	Sertraline 50mg	Capsule, Blister pack				
SC090A	Keppra 250mg	Levetiracetam 250mgtabs	Tablet, Blister pack				

SC093CZ	Keppra 500mg	Levetiracetam 500mgtabs	Tablet, Blister pack				
SC090A	Keppra 750mg	Levetiracetam 750mgtabs	Tablet, Blister pack				
SC144A	Levipil100mg/ml oral solution	Levetiracetam 100mg/ml oral solution	Syrup, Bottle 100ml				
SC143Z	Keppra 100mg/ml injection	Levetiracetam 100mg/ml inj	injection, 500mg in. vial				
SC173A	Aripitas 15mg	Aripiprazole 15mg	Tablet, Blister pack				
SC035Z	Rivotril 0.5mg	Clonazepam	Tablet, Blister pack				
SC036Z	Rivotril 2mg	Clonazepam	Tablet, Blister pack				
SC180	Paroxetine 20mg	Paroxetine 20mg	Capsule, Blister pack				
SC153A	Invega sustenna 150mg	Paliperidone 150mg	Prefilled syringe				
SC153	Invega sustenna 100mg	Paliperidone100mg	Prefilled syringe				
SC076Z	Risperdal 2mg	Risperidone 2mg	Tablet, Blister pack				
SC166	Vigabatin 500mg	Vigabatin 500mg	Tablet, Blister pack				
SC147Z	Camcolit 400mg	Controlled release Lithium carbonate	Tablet, Blister pack				

SC017	Haloperidol 5mg/ml injection	Haloperidol5mg/ml	Amp.				
SC067	Clomipramine 25mg	Clomipramine 25mg	Tablet, Blister pack				
SC170A	Trazodone 50mg	Trazodone 50mg	Tablet, Blister pack				
SC052Z	Zofran 4mg inj	Ondansetron 4mg Solution for inj.	Ampoule				
SC085Z	Zofran Zydis 4mg	Sublingual ondansetron 4mg tabs	Tablet,BlisterPack				
SC049Z	Motilium10mg	Domperidone10mg	Tablet,BlisterPack	1			
SC159	Nosic	Doxylamine succinate10mg+pyridoxine HCL 10mg	Tablet				
SC049BZ	Motilium syrup	Domperidone1mg/ml	Syrup, 100ml bottle				
SC049Z	Motilium 10mg	Domperidone10mg	Tablet,BlisterPack				
SC169	Stugeron 25mg	Cinnarizine 25mg	Tablet,Blisterpack	1			
SC083	Gabanerve	Gabapentine300mg+methylcobalamin500mcg	Tablet,Blisterpack	1			
SC053	Promethazine 25mg/2ml inj.	Promethazine 25mg/2ml	2ml ampoule	1			
SC111	Clozapine 25mg	Clozapine 25mg	Tablet blister pack	1			

SC037Z	Lamictal 100mg	Lamotrigine 100mg	Tab	1			
SC091	Lamictal 25mg	Lamotrigine 25mg	Tabs	1			
SC042Z	Epanutin 50mg	Phenytoin 50mg	Cap	1			
SC012Z	Cipralext 10mg	Escitalopram 10mg	Tabs	1			
SC044A	Epanutin injection	Phenytoin 25mg inj.	5ml Ampoule /vial	1			
SC033B	Tegretol CR 200mg	Carbamazepine 200mg	Tab.	1			
SC131A	Themiset	Palonosetron 75mcg	Ampoule	1			
SC186A	Alcomet 500mg	Metadoxine 500mg	capsules, blister pack	1			
SC100B	Metphen 10mg	Methylphenidate HclTablet, 10mg scored	Tablet blister pack	1			
SC176	Pronerve	Pregabalin 75mg, Methylcobalamin 750mcg	Capsule, Blister Pack	1			
SC046Z	Epilim 200mg	Sodium valproate 200mg	Tablet, blister pack	1			
SC046AZ	Epilim Chrono 300mg	Sodium valproate 300mg	Tablet, blister pack	1			
SC046CZ	Epilim Chrono 500mg	Sodium valproate 500mg	Tablet, blister pack	1			

SC046BZ	Epilim Syrup 200mg/5ml	Sodium valproate 200mg/5ml	Bottle, 200ml	1			
SC183	Dapoxetine 30mg	Dapoxetine 5mg	Capsules blister pack	1			
SC087B	Cabalin 25mg	Pregabalin 25m	Capsule, blister pack.	1			
SC162	Melatonin 3mg	Melatonin 3mg	Tab.	1			
SC076Z	Risperdal 2mg	Risperidone 2mg	Tablet, blister pack	1			
SC016A	Haloperidol 50mg Inj.	Haloperidol 50mg inj.	1ml Ampoule	1			
SC030Z	Clopixol Accuphase 50mg	Zuclopenthixol Acetate 50mg	Ampoule	1			
SC031Z	Clopixol Depot 200mg	Zuclopenthixol Acetate 200mg/ml Inj	Ampoule	1			
SC060	Fluanxol Depot 40mg	Flupenthixol 40mg, ampoule		1			
SC176A	Pronerve Forte	Pregabalin 25mg+methylcobalamin+B6+ folate+ Alpha Lipoic acid+ Vitamin B1	Tablet, blister pack	1			
SC176B	Pronerve NT	Pregabalin + Nortriptyline 75mg/10mg	Tablet, blister pack	1			
SC077B	Cabalin 75mg	Pregabalin 75mg	Tablet, blister pack	1			
SC087B	Cabalin 25mg	Pregabalin 25mg	Tablet, blister pack	1			

SC012A	Nexito 10mg	Escitalopram 10m	Tablet, blister pack	1			
SC100A	Concerta 18mg	methylphenidate 18mg	Capsules	1			
SC043Z	Epanutin 100mg	Phenytoin 100m	Capsule	1			
SC092A	Dulomin 30mg	Duloxetine/methylcobalmin	Capsule	1			
SC016A	Prodep 20mg	Fluoxetine 20mg	Tablet, blister pack	1			
SC161B	Nervillin NT	Pregabalin + Nortriptyline 75/10mg	Tablets, blister pack	1			
SC164	Rilutek 50mg	Riluzole 50mg	Tablets, blister pack	1			
SC184	Dramamine 50mg	Dimenhydrinate 50mg	Tablet, blister pack	1			
SD029B	Anusol suppositories	Zinc oxide+Bismuth subgallate+Balsamperu+Bismuth oxide	Suppositories				
SD029A	Anusol ointment	Zinc oxide+Bismuth subgallate+Balsamperu+Bismuth oxide	20-30g tube				
SD063	Coloprep Bowel prep kit	Sodium sulfate, potassium sulfate, magnesium sulfate	Solution, bottle(177ml)				
SD047A	Glycerine infant 1gm	Glycerin 1g	Suppository				
SD047B	Glycerine 2g	Glycerin 2g	Suppository				

SD047C	Glycerine 4g	Glycerin 4g	Suppository				
SD042	Rabeprazole 20mg	Rabeprazole 20mg Enteric coated granules	Capsule, Blister pack				
SD026	Floranorm/ Normagut	Saccharomyces boulardii 250mg	Sachet/Capsule				
SD026E	Advenza	Enzymes+probiotics	Capsule,Blister pack				
SD031A	Nexium 20mg	Esomeprazole 20mg	Capsules, blister pack				
SD031D	Nexium 40mg	Esomeprazole 40mg	Capsules, blister pack				
SD031C	Nexium 40mg inj	Esomeprazole 40mg	Powder for reconstitution,vial				
SD031F	Esofag D	Esomeprazole 40mg/domperidone 30mg SR	Capsule,Blister pack				
SD043C	Robidom SR	Rabeprazole 20mg+domperidone 30mgSR	Tablet,BlisterPack				
SD003K	Flatameal DS	Magnesium+aluminum+simet hiconetables	Tablet,BlisterPack				
SD055A	Itoprid 50mg	Itopride50mg	Tablet, BlisterPack				
SD055	Itoprid 150mg	Itopride 150mg	Tablet, BlisterPack				
SD040B	Pantakind 40	Pantoprazole 40mgtabs	Tablet,BlisterPack				

SD003A	Relcer gel 180ml	Aluminiumhydroxide/magnesiumhydroxide	Gel,Bottle				
SD028B	Scheriproct suppositories	Prednisolone1.3mg+cinchocaine1mg	Suppository				
SD028A	Scheriproct ointment	prednisolonehexanoate1.9mg+cinchocaine hydrochloride5mg	Ointment,Tube				
SD019A	Duphalac	Lactulose solution	Solution ,Bottle				
SD026A	Enterogermina	Multi-antibiotic resistant bacillus clausii	Oral suspension, Vial				
SD026B	Avalife advance rescue	Probiotics+prebiotics	Capsule				
SD026K	Bacep	Bacillus clausi spores 200 millions and Cordycepin 2mg					
SD036	Esclam/ Esokit kit for H.Pylori	Esomeprazole 20mg/clarithromycin 500mg/Amoxicillin1gm	Kit				
SD015B	Buscopan plus	Hyoscinebutylbromide 10mg+Paracetamol mg	Tablet,BlisterPack				
SD032	Resonium A	Sodium polysterene sulfonate 450g	Powderfor oral/rectal suspension,Tin	1			
SD053A	Spasmomen	Otilonium bromide 40mg	Tablet ,Blister pack				
SD020A	Immodium caps	Loperamide2mg	Capsule,Blister pack				
SD023B	Electrodoc	Ready to drink ORS	Solution, packet				

SD003F	Digeva F Syrup	Aluminium hydroxide+magnesiumhydroxide+ Carboxymethylcellulose sodium+Simethicone	Syrup, Bottle				
SD049Z	Cyclopam suspension	Dicyclomine10mg+Simethicone40mg/5ml	Suspension,Bottle				
SD034B	Movicol 13.8g	Potassium chloride, sodium chloride, sodium bicarbonate,macrogol 3350	Powder for oral solution,sachets				
SD036B	Gemkit	Rabeprazole 20mg,Gemifloxacin 320mg,Amoxicillin 1000mg	Kit				
SD053	Questran 4g	Cholestyramine 4g	Sachet	1			
SD035	Oxybutynin 5mg	Oxybutynin5mg	Tablet,Blisterpack	1			
SD054B	Citro-soda	Sodium Bicarbonate – 1.716 gm:Sodium Citrate – 0.613 gm Citric Acid – 0.702 gm:Tartaric Acid – 0.858 or equivalent	Solution,Bottle	1			
SD066	U-tryp	Ulinastatin 100,000iu	Solution,Vial	1			
SD054A	Cital	Disodium hydrogencitrate	Syrup,Bottle	1			
SD054	Mesacol 400mg	Mesalazine 400mg tabs	Tablets	1			
SD043D	Veloz M	Rabeprazole 20mg + mosapride 15mg	Tablet	1			
SD026H	Pepsol	Natural Digestive Enzymes	Capsules, Blister Pack	1			

SD059B	Castocaps	Castor oil 500mg	Capsule, Blister Pack	1			
SD042B	GIT plus	Itopride/rabeprazole	Tablet,BlisterPack	1			
SD003G	Gaviscon double Action suspension	Sodium alginate, mg and potassium hydrogen carbonate	Suspension, Bottle	1			
SD003J	Gaviscon double Action chewable tabs	Sodium alginate, sodium bicarbonate and Calcium carbonate	Tablets, Blister pack	1			
SD003L	Gaviscon infant sachets	Sodium alginate and magnesium alginate	Sachets	1			
SD003E	Sucrafil Ogel	Sucralfate+Oxetacain suspension	Suspension, Bottle	1			
SD067	Lanspure DR	Dexlansoprazole 30mg Dual Release	Capsule, blister pack	1			
SD045	Fybogel	Ispaghula husk3.5g	Sachet	1			
SD032A	Nexium 10mg	Esomeprazole 10mg	Sachet	1			
SD032C	Gastro sachet 10mg	Esomeprazole 10mg	Sachet	1			
SD003B	Milk Of Magnesia	Milk of magnesia	Bottle	1			
SD036A	Levokit	Rabeprazole 20/Levofloxacin 500/ Amoxicillin 1000mg	Kit	1			
SD065	Gastroplus	Esomeprazole + itopride 150, tablet	Tablet, blister pack	1			

SD050A	Vesiwin 5	Solifenacin succinate 5mg	Tablet	1			
SD006Z	Dulcolax 5mg	Bisacodyl 5mg	Tablet, blister pack	1			
SD015A	Buscopan 10mg Tablet	Hyoscine 10mg	Tablet, blister pack	1			
SD016A	Buscopan 20mg inj.	Hyoscine 20mg	Ampoule	1			
SD015C	Unigan	Paracetamol 500mg+ Hyoscine 10mg	Tablets, blister pack	1			
SD022B	Risek 20	Omeprazole 20mg	Capsule blister pack	1			
SD068	Resolax 1mg	Prucalopride 1mg	Tablet blister pack	1			
SE088A	Nebiday AM	Nebivolol 5mg, S- Amlodipine 2.5mg	Tablet, blister pack				
SE088B	Nebiday H	Nebivolol 5mg, Hydrochlorothiazide 12.5mg	Tablet, blister pack				
SE145A	Inspra 25mg	Eplerenone 25mg	Tablet	1			
SE002Z	Norvasc 5mg	Amlodipine 5mg	Tablet, Blister pack	1			
SE051Z	Clexane 40mg	Enoxaparin 40mg	Prefilled syringe for injection	1			

SE051BZ	Clexane 60mg	Enoxaparin 60mg	Prefilled syringe for injection	1			
SE051ZA	Loparine 40mg	enoxaparin inj 40mg	Prefilled syringe	1			
SE080	Xatral 5mg	Alfuzosin hydrochloride 5mg	Tablet,Blisterpack	1			
SE086B	Atacand plus	Candesartan cilexetil16 mg/hydrochlorothiazide12.5mg	Tablet,blisterpack				
SE163	Viacoram 3.5/2.5	Perindopril 3.5mg/amlodipine 2.5mg	Tablet	1			
SE156	Coveram 5/5	Perindopril 5mg/amlodipine 5mg	Tablet	1			
SE156A	Coveram 5/10	Perindopril 5mg/amlodipine10mg	Tablet	1			
SE158B	Coveram 10/5	Perindopril 10mg/amlodipine 5mg	Tablet	1			
SE158	Coveram 10/10	Perindopril 10mg/amlodipine10mg	Tablet	1			
SE162B	Triplixam 5/1.25/5	Perindopril 5mg/Indapamide1.25mg /amlodipine 5mg	Tablet	1			
SE162	Triplixam 5/1.25/10	Perindopril 5mg/Indapamide 1.25mg/amlodipine10mg	Tablet	1			
SE162A	Triplixam 10/2.5/5	Perindopril10mg/Indapamide 2.5mg/amlodipine 5mg	Tablet	1			
SE162D	Triplixam 10/2.5/10	Perindopril10mg/Indapamide 2.5mg/amlodipine10mg	Tablet	1			

SE163C	Bipreterax 5/1.25	Perindopril 5mg/Indapamide1.25mg	Tablet	1			
SE163D	Bipreterax10/2.5	Perindopril10mg/Indapamide2 .5mg	Tablet	1			
SE023Z	Natrilix SR	Indapamide1.5mg	Tablet	1			
SE160	Natrixam 1.5/5mg	Indapamide1.5mg/Amlodipine 5mg	Tablet	1			
SE160A	Natrixam 1.5/10mg	Indapamide1.5mg/Amlodipine 10mg	Tablet	1			
SE133Z	Micardis 40mg	Telmisartan 40mg	Tablet,Blisterpack	1			
SE133C	Micardis 80mg	Telmisartan 80mg	Tablet,blisterpack	1			
SE133B	Co-micardis 40/12.5	Telmisartan 40mg/Hydrochlorthiazide12.5 mg	Tablet,Blisterpack	1			
SE133AZ	Co-micardis 80/12.5	Telmisartan 80mg/Hydrochlorthiazide 12.5mg	Tablet,Blisterpack	1			
SE141A	Twynsta 40/10	Telmisartan 40mg/amlodipine10mg	Tablet,Blisterpack	1			
SE141Z	Twynsta 40/5	Telmisartan 40mg/amlodipine5mg	Tablet,Blisterpack	1			
SE141C	Twynsta 80/10	Telmisartan 80mg/amlodipine10mg	Tablet,Blisterpack	1			
SE141B	Twynsta 80/5	Telmisartan 80mg/amlodipine5mg	Tablet,Blisterpack	1			

SE141D	Ontel AM 40/5	Telmisartan 40mg+ Amlodipine 5mg	Tab	1			
SE141E	Ontel AM 80/5	Telmisartan 80mg/amlodipine 5mg	Tablet,Blisterpack	1			
SE141F	Ontel AM 80/10	Telmisartan 80mg/amlodipine10mg	Tablet,blisterpack	1			
SE153A	Cilnidipine10mg	Cilnidipine10mg	Tablet,blisterpack	1			
SE002AZ	Asomex2.5mg	s-Amlodipine2.5mg	Tablet	1			
SE002BZ	Asomex5mg	s-Amlodipine5mg	Tablet	1			
SE092Z	Cordarone 200mg	Amiodarone 200mg	Tablet	1			
SE012Z	Cordarone injection	Amiodarone 50mg/ml	Solution, vial	1			
SE043A	Lasix 40mg	Furosemide 40mg	Tablet	1			
SE047Z	Aldactone 25mg	Spironolactone 25mg	Tablet	1			
SE032Z	Adalat 20mg	Nifedipine 20mg	Tablet	1			
SE096A	Labetalol 200mg	Labetalol 200mg	Tablet	1			
SE084Z	Vastarel MR 35mg	Trimetazidine Dihydrochloride 35mg	Tablet,Blisterpack	1			

SE152B	Coversyl 2.5mg	Perindopril 2.5mg	Tablet	1			
SE152	Coversyl 5mg	Perindopril 5mg	Tablet	1			
SE152A	Coversyl10mg	Perindopril10mg	Tablet	1			
SE111C	Irovel150mg	Irbesatan150mg	Tablet,Blisterspack	1			
SE111B	Irovel150H	Irbesartan150mg+Hydrochlorothiazide12.5mg	Tablet,Blisterspack	1			
SE141D	Ontel 40AM	Telmisartan 40mg+Amlodipine5mg	Tablet,Blisterspack	1			
SE134AZ	Diuride10mg	Torsemide10mg	Tablet,Blisterspack	1			
SE141E	Ontel AM 80/5	Telmisartan 80mg+ Amlodipine 5mg	Tablet	1			
SE134BZ	Diuride 20mg	Torsemide 20mg	Tablet,Blisterspack	1			
SE034Z	Inderal 40mg	Propranolol 40mg	Tablet	1			
SE133CZ	Glentel CT 40	Telmisartan 40mg+Chlorthalidone12.5mg	Tablet,Blisterspack	1			
SE133DZ	Glentel CT 80	Telmisartan 80mg+Chlorthalidone12.5mg	Tablet,Blisterspack	1			
SE165	Chlorthalidone25mg	Chlorthalidone25mg	Tablet,Blisterspack	1			

SE133E	Chlorthalidone50mg	Chlorthalidone50mg	Tablet,Blisterpack	1			
SE140	Xarelto 2.5mg	Rivaroxaban 2.5mg	Tablet,Blisterpack	1			
SE136Z	Xarelto 10mg	Rivaroxaban10mg	Tablet,Blisterpack				
SE136BZ	Xarelto 15mg	Rivaroxaban15mg	Tablet,Blisterpack				
SE136AZ	Xarelto 20mg	Rivaroxaban20mg	Tablet,Blisterpack				
SE167	Apixaban 2.5mg	Apixaban2.5mg	Tablet				
SE042	Moduretic	Amiloride 5mg+Hydrochlorothiazide50 mg	Tablet				
SE048	Aldactone 100mg	Spironolactone100mg	Tablet,Blisterpack				
SE112Z	Concor 5mg	Bisoprolol 5mg	Tablet,Blisterpack	1			
SE144A	Uperio 50	Sacubirtil 24.3mg+valsartan 25.7mg	Tablet,Blisterpack	1			
SE144B	Uperio100	Sacubirtil 48.6mg+valsartan 51.4mg	Tablet,Blisterpack	1			
SE154	Exforge 5/160	Amlodipine besylate 5mg/valsartan160mg	Tablet,Blisterpack	1			
SE154B	Exforge 5/320	Amlodipine besylate5mg/valsartan320mg	Tablet,Blisterpack	1			

SE090Z	Daflon 500mg	Diosmin+Hesperidin	Tablet	1			
SE155	Exforge HCT	Amlodipine besylate 5mg/valsartan160mg/ Hydrochlorothiazide12.5mg	Tablet,Blisterpack	1			
SE155A	Exforge HCT	Amlodipine besylate10mg/valsartan 160mg/ Hydrochlorothiazide 12.5mg	Tablet,Blisterpack	1			
SE170	Minoxidil 2.5mgtabs	Minoxidil 2.5mg	Tablet	1			
SE106	Prazosin1mg	Prazosin1mg	Tablet	1			
SE106A	Prazosin 2mg	Prazosin 2mg	Tablet	1			
SE106B	Prazosin 5mg	Prazosin 5mg	Tablet	1			
SE117A	Isoptin 240mg tabs	Verapamil 240mg	Tablet				
SE132B	Talgentis-5	Tadalafil 5mgtabs	Tablet,Blisterpack				
SE131	Clonidine 0.1mgtabs	Clonidine 0.1mgtabs	Tablet				
SE131B	Clonidine 0.2mg	Clonidine 0.2mg tabs	Tablet				
SE139	Vasopressin	Vasopressin 20units/ml	Solution, ampoule				
SE168	Diltigesic	Diltiazem2%	Gel,Tube	1			

SE051AZ	Clexane 20mg	Enoxaparin 20mg	Prefilled syringe	1			
SE051CZ	Clexane 80mg	Enoxaparin 80mg	Prefilled syringe	1			
SE060CZ	Carca 3.125mg	Carvedilol 3.125mg	Tablet, blister pack	1			
SE060BZ	Carca 6.25mg	Carvedilol 6.25mg	Tablet, blister pack	1			
SE060AZ	Carca 12.5mg	Carvedilol 12.5mg	Tablet, blister pack	1			
SE060Z	Carca 25mg	Carvedilol 25mg	Tablet, blister pack	1			
SE079A	Viagra 100mg	Sildenafil 100mg	Capsule, blister pack	1			
SE079	Viagra 25mg	Sildenafil 25mg	Capsule, blister pack	1			
SE079B	Dapotinex	Sildenafil 50mg and Dapoxetine 30mg	Tablet, blister pack	1			
SE002C	Amlosun 5mg	Amlodipine 5mg	Tablet, blister pack	1			
SE075B	Amlozaar	Amlodipine/losartan	Tablet, blister pack	1			
SE075C	Amlozaar H	Amlodipine/losartan/HCTZ	Tablet, blister pack	1			
SE133F	Teltas 40	Telmisartan	Tablet, blister pack	1			

SE133G	Teltas 80 H	Telmisartan 80mg+HCTZ 25mg	Tablet, blister pack	1			
SE133H	Teltas 40 H	Telmisartan 40mg + HCTZ 12.5mg	Tablet, blister pack	1			
SE133J	Ontel 80 Trio	Telmisartan 80mg+S- Amlodipine 5mg+ HCTZ 12.5mg	Tablet, blister pack	1			
SE172	Finerone 10mg	Finarenone 10mg	Tablet blister pack	1			
SE090A	Phlebodia 600mg	Diosmin 600mg	Tablet blister pack	1			
SE145Z	Epnone 25mg	Eplerenone 25mg	Tablet, blister pack	1			
SE144C	Dicard 50mg	Sacubitril/valsartan 50mg	Tablet, blisper pack	1			
SE144D	Dicard 100mg	Sacubitril/valsartan 100mg	Tablet, blister pack	1			
SE111B	Co-Aprovel	Irbesartan +HCTZ 150/12.5mg	Tab.	1			
SE135	Pradaxa 75mg	Dabigatran 75mg	Cap.	1			
SE135B	Pradaxa 110mg	Dabigatran 110 mg	Tab.	1			
SE085B	Imdur 60mg	Isosorbide mononitrate 60mg	Tab	1			
SE169B	Ankaferd Blood Stopper, Push And Stop 18x 22 Cm, 3.5ml		Tampoon	1			

SE056A	Hemsamic 250mg Caps	Tranexamic 250mg	Capsule, blister pack	1			
SE101	Sylate 500mg	Etamsylate , tablets	Tablet, blister pack	1			
SE095A	Losartas-Ht (Intas)	Losartan +HCTZ tablet	Tablet, blister	1			
SE027A	Losartas-50 (Intas)	Losartan 50mg	Tablet, blister	1			
SE112B	Bisolol 5mg	Bisoprolol 5mg	Tablet, blister pack	1			
SE032A	Nifedidenk 20mg Retard	Nifedipine 20mg	Tablet, blister pack	1			
SE129A	Ascard 75mg	Acetylsalicylic acid 75mg	Tablet, blister pack	1			
SE132C	Talgentis plus 5/0.4mg	Tadalafil+tamsulosin 5mg/0.4mg	Tablet, blister pack	1			
SE171	Cardipin 80/2.5 H	Telmisartan+s- amlodipine+HCTZ	Tablet, blister pack	1			
SF095A	Glevonix 500mg	Levofloxacin 500mg	Tablet	1			
SF095D	Glevonix 750mg	Levofloxacin 750mg	Tablet	1			
SF046A	Zadorin 100mg	Doxycycline 100mg	Capsule	1			

SF097	Orelox100mg	Cefpodoxime100mg	Tablet,Blisterpack				
SF097B	Orelox 200mg	Cefpodoxime 200mg	Tablet,Blisterpack				
SF099	Orelox 40mg/5ml	Granules for oral solution,	100ml, Bottle				
SF039Z	Dalacin C 300mg	Clindamycin 300mg	Capsule,Blister pack				
SF040Z	Dalacin C inj	Clindamycin150mg/ml inj (as phosphate)	Solution,4ml ampoule				
SF019Z	Zithromax 500mg	Azithromycin 500mg	Tablet, blisterpack				
SF019AZ	Zithromax 30ml	Azithromycin 200mg/5ml	Suspension, bottle				
SF022Z	Zinnat 500mg	Cefuroxime 500mg	Tablet,blisterpack				
SF023	Zinnat 125mg/5ml	Cefuroxime 125mg/5ml 100ml susp	Bottle, 100ml				
SF005Z	Augmentin 228/5ml	Amoxicillin/clavulanic 228mg/5ml	Suspension,bottle				
SF006	Augmentin 457/5ml	Amoxicillin/clavulanic 457mg/5ml	Suspension,bottle				
SF005BZ	Augmentin ES 642.9mg	Amoxicillin/clavulanic 642.9mg/5ml	Suspension,bottle				
SF008A	Augmentin 625mg	Amoxicillin/clavulanic 625mg	Tablet,Blisterpack				

SF104A	Augmentin 1gm	Amoxicillin/clavulanic 1g	Tablet,blisterpack				
SF104B	Beeclav 1gm	Amoxicillin + Clavulanic Acid 1gm	Tablet, blister pack				
SF037A	Ciprodenk 500mg	Ciprofloxacin 500mg	Tablet,blisterpack				
SF108Z	Klacid Granules for oral suspension 125mg/5ml	Clarithromycin 125mg/5ml	Granules for oral suspension 125mg/5ml				
SF108A	Klacid Granules for oral suspension 250mg/5ml	Clarithromycin250mg/5ml	Granules for oral suspension 250mg/5ml				
SF109	Minocycline 50mg	Minocycline 50mg	Minocycline 50mg				
SF109A	Minocycline 100mg	Minocycline100mg	Minocycline100mg				
SF093	Gemflox 320mg	Gemifloxacin 320mg	Tablet, blister pack				
SF137Z	Fosfomax	Fosfomycin 3g	Sachets				
SF136	Rifaxa 550mg	Rifaximin 550mg	Tablet,blisterpack				
SF140	Zavicefta	Ceftazidime 2g and avibactam 0.5g	Powderfor Solution,vial				
SF071A	Tazocin-EF 4.5g	Piperacillin+Tazobactam	Powder for solution,vial				
SF059Z	Merone1g	Meronepenem1g	Powder for solution,vial				

SF141	Ceftriaxone 1g+ Sulbactam 500mg inj	Ceftriaxone 1g+Sulbactam 500mg inj	Powder for solution, 20ml vial				
SF139Z	Involym 408mg	Lymecycline 408mg	Capsules, Blister pack	1			
SF053A	Floxapen 125mg/5ml 100ml	Flucloxacillin 125mg/ml	Bottle , 100ml	1			
SF052Z	Floxapen 250mg	Flucloxacillin 250mg	Capsule, blister pack	1			
SF011Z	Amoxil Forte 250mg/5ml	Amoxicillin 250mg/5ml	Bottle, 100ml	1			
SF095E	Tavanic 500mg	Levofloxacin 500mg	Tablet, blister pack	1			
SF113B	Actidrox 1000	Cefadroxil 1000mg	Tablet, blister pack	1			
SF042A	Amoxil 500mg	Amoxicillin 500mg	Capsule blister pack	1			
SF019AZ	Zithromax Suspension	Azithromycin 200mg/5ml	30ml, Bottle	1			
SF019Z	Zithromax 500mg	Azithromycin 500mg	Tab.	1			
SF118	Tygacil 50mg Inj,	Tigecycline 50mg	Vial	1			
SG083B	Diracip M	Metronidazole 100mg + Diloxanide 125mg/5ml	Suspension, 100ml Bottle	1			
SG034A	Invel- forte	Metronidazole 750mg + Miconazole Nitrate 200mg + Lidocaine 100mg	Suppositories, Blister pack	1			

SG102	Polygynax	Neomycin, PolymyxinB, Nystatin	Pessary				
SG112	Fasigyn	Tinidazole500mg	Tablet, Pack of 4				
SG035A	Candid V3	Clotrimazole 200mg 3's	Pessaries				
SG035B	Candid V1	Clotrimazole 500mg	Pessaries				
SG044A	Candid TV lotion	Clotrimazole/Seleniumsulphide	Lotion,Bottle				
SG074Z	Gabbroral 250mg	Aminosidine / paromomycin 250mg	Tablet,blisterpack				
SG077A	Lamisil 125mg	Terbinafine125mg	Tablet,blisterpack				
SG083C	Diracip M	Metronidazole/Diloxanide 200/250Mg	Tablet,blisterpack				
SG044B	Ketoplus shampoo	Ketoconazole 2%,Pyrrithione Zinc1%	Shampoo,Bottle				
SG045	Mycospor solution	Bifonazole1% solution	Solution,15ml Bottle				
SG097Z	Seczol DS 1g	Secnidazole1000mg	Tablet, blister pack				
SG040B	Diflucan 150mg	Fluconazole 150mg	Tablet, blister pack				
SG070Z	Zentel 400mg	Albendazole 400mg	Tablet, blister pack				

SG070A Z	Zentel syrup	Albendazole 400mg/5ml	Syrup				
SG084A	Ivermectin 3mg	Ivermectin 3mg	Tablet,blisterp ack				
SG096C	Voriconazole-Tablet, 200Mg	Voriconazole-Tablet, 200Mg	Tablet, 200mg				
SG108	Dentogel	Cholinesalicylate,ben zalkoniumc hloride,lignocaine	Gel,Tube				
SG105	Daktacort cream	Miconazole nitrate(2% w/w)andh ydrocortisone (1% w/w	Cream,30gTu be				
SG118	Ecalta 100mg inj.	Anidulafungin 100mg inj.	Vial				
SG117	Tamiflu	Oseltamivir 75mg	Capsule blister pack				
SG072A	Canditral 100mg	Itraconazole 100mg	Capsule				
SG034C	Candid Cream	Clotrimazole 1% cream	Tube, 15-20g				
SG040A	Diflucan 200mg	Fluconazole 200mg	Capsule, blister pack				

SG106B	Malanil 250/100mg	Atovaquone 250mg +proguanil 100mg	Tablet, blister pack				
SG106C	Malanil paediatric tablets 62.5/25mg	Atovaquone 62.5mg +proguanil 25mg	Tablet, blister pack				
SG116	Primaquine e 15mg	Primaquine 15mg	Tablet, blister pack				
SG115	Lucoz Cream	Luliconazole Cream	Tube				
SG033A	TAF 25mg	Tenofovir alafenamide 25mg	Tablets, tablets				
SH084	Pangraf 0.5mg	Tacrolimus 0.5mg	Tablet, blister pack				
SH084A	Pangraf 1mg	Tacrolimus 1mg	Tablet, blister pack				
SH084B	Pangraf 5mg	Tacrolimus 5mg	Tablet, blister pack				
SH175A	Doxazosin 2mg	Doxazosin 2mg	Tablet				
SH047B	Bonviva 15 0mg	Ibandronate 150mg	Tablet				

SH174	Duodart 0.5/.04	Finasteride 0.5mg+Tamsulosin0. 4mg tabs	Tablet,Blister pack				
SH139	Infliximab 100mg	Infliximab100mg	Injection,vial				
SH017B	Fluorouracil 1000g	powder for injection	vial				
SH136Z	Simponi 50mg	Golimumab 50mg	Injection,pre- filled syringe				
SH185	Parsurta70 mg injection	Erenumab70mg	Injection,pre- filled syringe				
SH185	Parsurta 140mg injection	Erenumab140mg	Injection,pre- filled syringe				
SH099B Z	Certican 0.5mg	Everolimus 0.5mg	Tablet,Blister pack				
SH099C	Certican 0.25mg	Everolimus 0.25mg	Tablet,Blister pack				
SH012A		Cyclosporin 50mg	Capsule,Bliste r pack				

	Cyclosporin 50mgcaps						
SH186	Benlysta FD Injection 120MG	Belimumab120mg/5 ml	Solution for injection,vial				
SH187	Benlysta FD Injection 400MG	Belimumab 400mg/20ml	Solution for injection,vial				
SH061A	Letroz 2.5mg	Letrozole 2.5mg	Tab.				
SH049	Xeloda 500mg	Capecitabine 500mg	Tabs				
SH049A	Xeloda 150mg	Capecitabine 150mg	Tabs				
SH052Z	Casodex 50mg	Bicalutamide 50mg	Tab.				
SH052A	Casodex 150mg	Bicalutamide 150mg	Tab.				
SH053Z	Sandostatin 50mcg	Octreotide acetate 50mcg/ml	Amp.				

SH053A Z	Sandostatin 20mg LAR	Octreotide 20mg LAR	Prefilled syringe				
SH053B Z	Sandostatin 30mg LAR	Octreotide acetate 30mg	Prefilled syringe				
SH114Z	Tasigna 200mg	Nilotinib 200mg	Tablet blister pack				
SH059Z	Avastin 100mg	Bevacizumab Injection, concentrate for infusion, 25mg/ml	4ml, Vial				
SH059A Z	Avastin 400mg	Bevacizumab Injection, concentrate for infusion, 25mg/ml	16ml, Vial				
SH167Z	Herceptin 600mg	Trastuzumab - Injection, Powder For injection, 600mg	Vial				
SH157Z	Faslodex	Fulvestrant injection solution 250mg/5ml	Prefilled syringe				
SH115A Z	Actemra 400mg/20 ml	Tocilizumab - Injection, Solution for IV	20ml Vial				

		Infusion,20mg/ml (400mg)					
SH115Z	Actemra 20mg/ml	Tocilizumab Injection, Solution for IV Infusion,20mg/ml (80MG)	4ml vial				
SH186	Benlysta FD Injection 120MG	Belimumab 120mg/5ml	Solution for injection, vial				
SH187	Benlysta FD Injection 400MG	Belimumab 400mg/ 20ml	Solution for injection, vial				
SH057A	Myfortic 180mg	Mycophenolate sodium 180mg	Tablet, Blister pack				
SH058A	Myfortic 360mg	Mycophenolate sodium 360mg	Tablet, Blister pack				
SH116Z	Zytiga 250mg	Abiraterone 250mg	Tablet				
SH183	Tacroz forte 0.1%	Tacrolimus 0.1%	Cream, tube.				
SH084Z	Vingraf 0.5mg	Tacrolimus 0.5mg	Tablet, blister pack				

SH084A Z	Vingraf 1mg	Tacrolimus 1mg	Tablet, blister pack				
SH084B Z	Vingraf 5mg	Tacrolimus 5mg	Tablet, blister pack				
SH032	Zoladex 3.6mg	Goserelin 3.6mg	Prefilled Syringe				
SH032A	Zoladex 10.8mg	Goserelin 10.8 mg	Prefilled Syringe				
SH083B	Contiflo 0.4	Tamsulosin 0.4mg	Tablet				
SH055Z	Mabthera 500mg	Rituximab 500mg	Vial				
SH056Z	Mabthera 100mg	Rituximab 100mg	Vial				
SH174A	Tamdura	Tamsulocin 0,4mg+ Dutasteride 0.5mg	Tablets, blister pack				
SH108A	Finosin tabs 5/0.4mg	Finasteride+tamsulos in	Capsule, blister pack				
SH192	Phesgo 1200/600m g	Pertuzumab/ Trastuzumab 1200/600mg solution for SC injection	10ml Vial	1			

SH193	Perjeta 420mg	Pertuzumab 420mg concentrate solution for infusion	Vial	1			
SH194	Kadcyla 100mg Lyophilise d	Trastuzumab emtansineb lyophilised(ado trastuzumab) 100mg inj.	Sterile powder , concentrate for solution for solution for injection	1			
SH194A	Kadcyla 160mg Lyophilise d	Trastuzumab emtansineb lyophilised(ado trastuzumab) 160mg inj.	Sterile powder , concentrate for solution for solution for injection	1			
SH195	Ocrevus 300mg	Ocrelizumab 300mg inj.	10ml vial	1			
SJ153	Levemir pen	Detemir insulin	Pen	1			
SJ100	Diazoxide- Suspension, 50Mg/MI	Diazoxide suspension	Bottle				
SJ100A	Diazoxide 25mg	Diazoxide 25mg, tablet	tablet				
SJ009	Galvus	Vidagliptin 50mg	Tablet,Blisterpack				

SJ009A	Galvus 50/500mg	Met	Vidagliptin/metformin 50/500mg	Tablet,Blisterpack				
SJ009B	Galvus 50/850mg	Met	Vidagliptin/metformin 50/850mg	Tablet,Blisterpack				
SJ009C	Galvus 50/1000mg	Met	Vidagliptin/metformin 50/1000mg	Tablet,Blisterpack				
SJ032Z	Glucophage 500mg		Metformin 500mg	Tablet,Blisterpack				
SJ032AZ	Glucophage 850mg		Metformin 850mg	Tablet,Blisterpack				
SJ063Z	Glucophage1g		Metformin 1g	Tablet,Blisterpack				
SJ032BZ	Glucophage 850mg	XR	Metformin 850mg Extended release	Tablet,Blisterpack				
SJ065Z	Glucophage 500mg	XR	Metformin 500mg Extended release	Tablet,Blisterpack				
SJ064Z	Glucophage1gSR		Metformin1g Sustained release	Tablet,Blisterpack				
SJ127	Forxiga 10mg		Dapagliflozin10mg	Tablet,Blisterpack				
SJ040	Mixtard flexPen	30/70	Injection, intermediate acting insulin (as compound insulin zinc sus pension or isophane insulin) 70%+ short acting insulin (Regular) 30% (Human), 100iu/ml 3ml catridges in pens 5's	Solution, Cartridge In pen, Pkt of 5's				
SJ041A	Amaryl		Glimepiride 2mg	Tablet,Blisterpack				

SJ043Z	Lipitor 20mg	Atorvastatin 20mg	Tablet,Blisterpack				
SJ043AZ	Lipitor 40mg	Atorvastatin 40mg	Tablet				
SJ043BZ	Lipitor 80mg	Atorvastatin 80mg	Tablet				
SJ090	Lantus solostar FlexPen	Insulin glargine 3ml cartridge indisposable pen	Solution,Cartridge In pen, Pkt of 5's				
SJ044A	Crestor 10mg	Rosuvastatin10mg	Tablet,Blisterpack				
SJ044B	Crestor 5mg	Rosuvastatin5mg	Tablet,Blisterpack				
SJ045	NovoMix 30 FlexPen	Bi-phasic insulin aspart 30/70, 3ml cartridge inpen	Suspension,cartridge inpen, Pkt of 5's				
SJ046	Novorapid FlexPen	Rapid acting insulin aspart 3ml cartridge in pen	Solution, cartridge inpen, Pkt of 5's				
SJ050	Yescort 6mg	Deflazacort 6mg	Tablet,Blisterpack				
SJ050A	Yescort syrup	Deflazacort 6mg/5ml	Suspension,Bottle				
SJ054	Medrol	Methylprednisolone4mg	Tablet				
SJ146	Diane-35	Cyproterone2mg/Ethinylestradiol50mg	21's,Tablet				
SJ133	Yasmin	Ethinylestradiol30mcg,drospironone3mg	21'sTablet				

SJ148	Microgynon	Ethinylestradiol 30mcg,levonorgesterel150mg	28'sTablet				
SJ028Z	Depo-Medrol 40mg inj	Methylprednisolone40mg	Suspension,Vial				
SJ097A	Treviamet 50/500	Sitagliptin50mg/ Metformin500mg	Tablet,Blisterpack				
SJ098A	Treviamet 50/1000mg	Sitagliptin 50mg/ Metformin 1000mg	Tablet, Blister pack				
SJ099Z	Jardiance 10mg	Empagliflozin10mg	Tablet				
SJ099AZ	Jardiance 25mg	Empagliflozin 25mg	Tablet				
SJ119A	Trajenta 5mg	Linagliptin 5mg	Tablet				
SJ119A	Jentadueto 2.5/500	Linagliptin2.5mg+Metformin 500mg	Tablet				
SJ119B	Jentadueto 2.5/850	Linagliptin2.5mg+Metformin 850mg	Tablet				
SJ119C	Jentadueto 2.5/1000	Linagliptin2.5mg+Metformin 1000mg	Tablet				
SJ017AZ	Euthyrox 25mcg	Levo-Thyroxine25mcg	Tablet				
SJ017BZ	Euthyrox 50mcg	Levo- Thyroxine 50mcg	Tablet				
SJ025A	Diethylstilboestrol 5mg	Diethylstilboestrol 5mg	Tablet				

SJ134	Susten 400mg	Progesterone 400mg	Capsule				
SJ134A	Susten 200mg	Progesterone 200mg	Capsule				
SJ118A	Andriol 40mg	Testosterone 40mg	Capsule				
SJ142	Cortipred 20mg	Prednisolone 20mg	Tablets				
SJ145	Postinor 2	Levonorgestrel 0.75mg	Tablets				
SJ085Z	Diamicon MR60mg	Gliclazide60mg	Tablets				
SJ088	Fludrocortisone 0.1mg	Fludrocortisone0.1mg	Tablet				
SJ027B	Dexamethasone 4mg	Dexamethasone 4mg	Tablet	1			
SJ095B	Trevia 50mg	Sitagliptin 50mg	Tablet , blister pack	1			
SJ095C	Trevia 100mg	Sitagliptin 50mg	Tablet , blister pack	1			
SL046Z	Tears Naturalle	Artificial tears eye drops	10ml, Bottle	1			
SJ149	Liveril	Silymarin+ L-Ornithine +L-Glutathione+N-Acetyl-L-Cysteine + Co- Q10+ Inositol Antioxidants & Micronutrients	Capsule	1			
SJ127B	Glysit Plus 10mg/50mg	Dapagliflozin / Sitagliptin 10/50mg	Tablets, blister pack	1			

SJ028Z	Depomedrol 40mg	Methylprednisolone 40mg In	Vial	1			
SJ029Z	Solumedrol 500mg	Methylprednisolone 500mg Inj	Vial	1			
SJ047	Acetyl Cysteine Injection, 200 Mg/MI	Acetyl Cysteine Injection, 200 Mg/MI	Amp	1			
SJ047A	Acetylcysteine 600mg	Acetylcysteine 600mg	Tab	1			
SJ127A	Glysit 10	Dapagliflozin 10mg	Tablet, Blister pack	1			
SJ099C	Xempalin 10/5	Empagliflozin 10mg+linaliglipitin 5mg,	Tablets, blister pack				
SJ069A	Asunra 100mg	Deferasirox 100m	Tab	1			
SJ070A	Asunra 400mg	Deferasirox 100mg	Tab	1			
SJ086Z	Lantus 10ml Vial	Insulin glargine 1000iu/10ml	10ml vial	1			
SJ051A	Mirena	Progestin Intrauterine Device	Kit	1			
SJ098B	Inosita Plus 1000/50	Metformin 1000mg+ Sitagliptin 50mg, tablets	Tablet, blister pack	1			
SJ097B	Inosita Plus 500/50	Metformin 500mg+ Sitagliptin 50mg, tablets	Tablet, blister pack	1			
SJ009B	Galvas Met 50/850	Vildagliptin / Metformin 50/850mg	Tablet, blister pack	1			

SJ009A	Galvas Met 50/500	Vildagliptin / Metformin 50/500mg	Tablet, blister pack	1			
SJ009C	Galvas Met 50/1000	Vildagliptin / Metformin 50/1000mg	Tablet, blister pack	1			
SJ0151	Pitava 2mg	Pitavastatin 2mg	Tablet, blister pack	1			
SJ152	Pitava 5mg	Pitavastatin 5mg	Tablet, blister pack	1			
SJ044C	Rovas 10mg	Rosuvastatin 10mg	Tablet, blister pack	1			
SJ044D	Rovas 20mg	Rosuvastatin 20mg	Tablet, blister pack	1			
SJ119D	Lina 5mg	Linagliptin mg	Tablet, blister pack	1			
SJ127C	Dapiga 10mg	Dapagliflozin 10mg	Tablet, blister pack	1			
SJ043C	Avas 10mg	Atorvastatin 10mg	Tablet, blister pack	1			
SJ043D	Avas 20mg	Atorvastatin 20mg	Tablet, blister pack	1			
SJ043E	Avas 40mg	Atorvastatin 40mg	Tablet, blister pack	1			
SJ150	Pregnancy Kit	pregnacy kit ,strip	pregnacy kit ,strip	1			
SJ099D	Empiget 10mg	Empagliflozin 10m	Tablet, blister pack	1			

SJ043F	Lipiget 20mg	Atorvastatin 20mg tablet	Tablet, blister pack	1			
SK139	Maxrich Cream	Aquaporin Hydraconcept	Cream , tube	1			
SK051B	Fucicort	Betamethasonevalerate1g+20mgFusidicacid	Cream,15gTube	1			
SK105	Travogen	Isoconazole1%	Cream,15gTube	1			
SK109	Travocort	IsoconazoleNitrate1%+Diflucortolonevalerate0.1%	Cream,10gTube	1			
SK132	Dermofix cream	Sertaconazole Nitrate2%	Cream,20gTube	1			
SK024B	Klenzit	Adapalene 0.1%	Gel,15gTube	1			
SK024A	Klenzit C Gel 15g	Adapalene 0.1%+Clindamycinphosphate 1%	Gel,15gTube	1			
SK101A	Beneocin	Bacitracin Zinc 250IU; Neomycin	Ointment, 20gTube	1			
SK009	Mycospor cream	Bifonazole1% cream	Cream,30gTube	1			
SK122	Neomedrol	Methylprednisolone acetate 2.5 mg, neomycinsulfate2.5mg,aluminumchlorhydroxide complex100mg,andcolloidalsulfur 50mg	Lotion,25mlBottle				
SK106	Intamine	MepyramineMaleate	Cream,25gTube				

SK133	Bepanthen oint/cream	Dexapenthol5%	Cream/ointment, 30gTube				
SK100	Diprogenta ointment/cream15g	Betamethasonedipropionate0.05%+Gentamicin sulfate0.1%	Ointment/cream, 15gTube				
SK108	Nadoxin	Nadifloxacin1% w/w	Cream/Ointment, Tube				
SK107	Panderm	Neomycin sulphate, Miconazole Nitrate, Clobetasol propionate	Cream,Tube				
SK135	Epy Derm O Ointment	Cetomacrogol ointment	Tin	1			
SK129	Dermoluconil	Tambra Bhasm+ Anantmool+ Manjistha+Chopchini	Tablet, blister pack	1			
SK048Z	Candid B Cream	Clotrimazole 1% + Betamethasone valerate 0.1% or equivalent	Tube, 15g	1			
SK123	Beclodip	Beclomethasone Dipropionate 0.05% w/v	Lotion, 100ml Bottle	1			
SK124	Cortin	Triamcinolone Acetonide 0.05% w/v	Spray, 10ml Bottle	1			
SK064	Epimax cream	Soft White Paraffin, Cetostearyl Alcohol,PurifiedWater,Glycerine,Methylparaben, Propylparaben, Cetomacrogol 1000, LiquidParaffin.	Cream,400gtin				
SK064A	Epimax plus cream	Soft White Paraffin, Cetostearyl Alcohol,Purified Water, Glycerine, Citric acid, sodiumcitrate,Methylpara	Cream,400gtin				

		ben, Propylparaben, Cetomacrogol1000,LiquidPar affin,10%Urea					
SK064B	Epimax baby & Junior cream	Soft White Paraffin, Cetostearyl Alcohol,Purified Water, Glycerine, Methylparaben,Propy lparaben,Cetomacrog ol1000,Liquid Paraffin.	Cream,400gTin				
SK064C	Epimax Lotion	Soft White Paraffin, Cetostearyl Alcohol,Purified Water, Glycerine, Vitamin E acetate,Methylparaben,Pr opylparaben,Cetomacrog ol 1000,LiquidParaffin.	Lotion, 450ml Bottle				
SK101	Grabacin powder	Neomycin,Bacitracin ,andPolymyxin	Powder,10gTin				
SK101B	Grabacin ointment	Polymyxin B sulfate, Bacitracin zinc and Gramicidin	Ointment,20g Tube				
SK024A	Klenzit C gel	Adapalene+clindamy cin	Gel,tube				
SK119	Enat cream	VitaminE	Cream,tube				
SK127	Caustic pencil 95%	Silver nitrate	Pencil,Piece				
SK128	Niacin B 5%gel	Niacinamide 5% w/w	Gel,Tube				

SK120	Vitix gel	Herbal pigment modulator	Gel,Tube				
SK130	Contractubex gel	Allantoin+heparin+extractumcepa	Gel,Tube				
SK113A	Minoxidil 5% solution	Minoxidil 5%	Solution,Bottle				
SK115A	Epimol B soap	Emollient soap	Bar soap				
SK115	Epimol plus B cream	Emollient	Cream,Tin				
SK125A	Hazellc soap	Medicated Soap	Bar				
SK125	Tetmosal soap	Medicated soap	Bar				
SK008A	Exevate MF ointment	Mometasone+fusidic acid	Ointment,Tube				
SK116	Mellacare cream	Hydroquionon+mometasone+tretinoin	Cream,Tube				
SK031	Oilatum soap	Medicated soap	Bar				

SK092A	Dacne 20mg	Isotretinoin 20mg	Capsule,Blister pack				
SK117	Sabionex hydra cream	Aqua,Propanediol,Ca pricTriglyceride, Niacinamide, Squalane, Glycderine,Dimetghi cone,HydroxyethylU reaetc	Cream,tube				
SK126	D Acne gel	Clindamycin1%w/w	Gel,10- 20gtube				
SK099A	Pritti gel	Benzylperoxide	Gel,Tube				
SK114	Solacare SPF 50	Sunscreen SPF 50	Lotion,Tube				
SK118	Carmex lipbalm	Medicsated lipbalm	Balm				
SK026	Zinc oxide	Topical paste	Tin				
SK114A	Sunloc Spf 50	Octinoxate +Avobenzzone+Oxyb enzzone& Zinc oxide	Bottle				

SK114B	Sunloc Spf 30	Octinoxate +Avobenzone+Oxybenzone & Zinc oxide	Bottle				
SK134	Selsan Shampoo	Bioselenium	bottle				
SK126A	Clear T	Isotretinoin/clindamycin	Gel, Tube				
SL007	Optive eye drops	Carboxymethylcellulose sodium	Solution,10ml Bottle				
SL007A	Optive Plus eye drops	Sodium carboxymethylcellulose 0,5%, glycerine1,0%,castoroil0,25%,polysorbate800,5%, levocarnitine0,25%anderythritol0,25%,	Solution,10ml Bottle				
SL009	Exocin eyedrops	Ofloxacin0.3% w/v.	Solution,Bottle				
SL026Z	Tobradex eye drops	Dexamethasone+tobramycin	Solution,Bottle				
SL102	Alphagan P eyedrops	Brimonidine 0.03%	Solution,Bottle				
SL094	Patanol eye drops	Olopatadine 0.1%	Solution,Bottle				
SL104	Relestat eye drops	Epinastine0.05%	Solution,Bottle				
SL103	Combigan eye drops	Brimonidine tartrate0.2%/ timolol 0.5%	Solution,Bottle				

SL058	Lumigan eye drops	Bimatoprost 0.3mg/mL	Solution,Bottle				
SL064	Ganfort eye drops	Bimatoprost(0.3mg/ml) and timolol(5mg/ml).	Solution,3mlBottle				
SL09A	Cosopt eye drops5ml	dorzolamideHcl(20mg/mlor2 %)/timolol maleate(5mg/mlor0.5%)	Solution,Bottle				
SL060C	Otobiotic eardrops	Wax removing drops	Drops,Bottle				
SL054Z	Maxitrol eye ointment	Polymyxin+dexamethasone+neomycin	Ointment,Tube				
SL015	Dextracin eyedrops	Dexamethasone+neomycin	Drops,Bottle				
SL060Z	Hylocomod eye drops	Sodium hyaluronate drops	Drops,Bottle				
SL052B	Siccapos eye gel	Carbomer 980(polyacrylicacid)2.0mg/g	Gel,Tube				
SL022A	Allergo comod 2% eye drops	Sodium cromoglycate	Drops,Bottle				
SL060B	Otorex ear drops	Benzocaine2.7%+Chlorbutol5 %+ Paradichlorobenzene 2% + Turpentine oil 15% w/v	Drops,Bottle				
SL086Z	Avamys	Fluticasonefuroate27.5mcg/spray	NasalSpray, suspension,bottle	1			
SL09A	Cosopt eye drops 5ml	dorzolamideHcl (20mg/ml or 2%) / timolol maleate (5mg/ml or 0.5%)	Solution, Bottle	1			
SL056Z	Flarex eye drops	Fluorometholone 0.1%	Solution, bottle,5ml.	1			

SL006B	Probeta-N drops	Betamethasone, neomycin drops	Solution, bottle, 7.5ml	1			
SL057A	Acular drops	ketorolac Eye solution	Bottle	1			
SL068A	Novorin Nasal Drops	Normal saline Solution, drops	Bottle	1			
SL053B	Dexatrol eye drops	Dexamethasone +Neomycin+ Polymixin-B	Bottle	1			
SL086A	Flona spray	Fluticasone 50mcg/spray	Can 120 doses	1			
SL067B	Xylolin nasal spray 0.1%	Xylometazoline 0.1%	Spray	1			
SL051Z	Xalatan eye drops	Latanoprost 0.005%	Dropper Bottle	1			
SL001Z	Diamox 250mg blister pack	Acetazolamide 250mg	Tablets, blister pack	1			
SL106	Visionace	Eye supplement capsules	Capsule	1			
SM119	Nasonex nasal spray	Mometasone 50mcg/actuation	Suspension,Can	1			
SM114	Visanne	Dienogest2mg	28's Tablet	1			
SM073	Benylin with codeine	DiphenhydramineHCL+Codei nephosphate+ AmmoniumChloride	Syrup,100mlBottle				
SM115	Fexet 120mg	Fexofenadine120mg	Tablet,Blisterspack				

SM116	Fexet 180mg	Fexofenadine 180mg	Tablet, Blisterpack				
SM108A	Aerovent inhaler 200MD	Salbutamol 100mcg + beclomet asone 50mcg/dose	Aerosol, Canister				
SM047Z	Symbicort 160mcg/4.5mcg	Formoterol 4.5mcg + Budesonide 160mcg	Aerosol, Turbuhaler				
SM024	Ascoril expectorant	Bromhexine 4mg + Guaifenesin 100mg + Menthol 1mg + Salbutamol 2mg	Syrup, Bottle				
SM052	Brozedex	Bromhexine 4mg + Guaifenesin 50mg + Ment hol 2.5mg + Terbutaline 1.25mg	Syrup, Bottle				
SM053A	Rhinathiol with Promethazine	Carbocisteine 100mg + Prometh azine hydrochloride 2.5mg	Syrup, 125ml Bottle				
SM053	Rhinathiol 5% adult Expectorant	Carbocisteine 250mg/5ml	Syrup, 125ml Bottle				
SM053B	Rhinathiol infants	Carbocisteine 100mg/5ml	Syrup, 125ml Bottle				
SM125	Karvol	Inhalant oil, Menthol 35.55mg	Capsule, Blister pack				
SM061Z	Aerius syrup	Desloratadine 0.5mg/ml	Syrup, Bottle				
SM060B	Aerinaze	Desloratadine 2.5mg + pseudo ephedrine sulphate 120mg	Tablet, Blisterpack				
SM083	Ebastel 10mg	Ebastine 10mg	Tablet				
SM084	Ebastel syrup	Ebastine 5mg/5ml	Syrup, 120ml Bottle				

SM027Z	Ventolin Evohaler	Salbutamol100mcg/dose	Aerosol,Canister				
SM031B	Nebzmart nebulizer solution 1mg/ml	Salbutamol nebulizer solution 1mg/ml	Ampoule , 2.5ml				
SM047AB	Foralin 400mcgInhaler	Formoterol 6mcg+Budesonide 400mcg/dose	Aerosol,Canister				
SM047BZ	Foralin100mcg	Formoterol 6mcg+Budesonide100mcg/dose	Aerosol,Canister				
SM047C	Foralin 200mcg	Formoterol6mcg+Budesonide 200mcg/dose	Aerosol,Canister				
SM049B	Budecort 100mcg	Budesonide 200mcg/dose	Aerosol,Canister				
SM007B	Budecort 200mcg	Budesonide 100mcg/dose	Aerosol,Canister				
SM062Z	Seretide evohaler 25/250	Salmeterol 25mcg+Fluticasone250mcg/dose	Aerosol,Canister				
SM123	Tiova MDI	Tiotropium 9mcg/dose	Aerosol,Canister				
SM054	Spiriva 18mcg	Tiotropium Inhaler Powder, 18micrograms of tiotropium (equivalent to 22.5 micrograms of tiotropium bromide)	Capsule + Device				
SM085	Celestamine	Betamethasone0.25mg+Dexchlorpheniramine maleate2mg	Tablet				

SM066Z	Singulair10mg	Montelukast10mg	Tablet,Blisterpack				
SM063A	Levokast kid tablet	Montelukast 4mg+leveocetrizine2.5mg	Tablet,Blisterpack				
SM117	Montebasto tablet	Montelukast 5mg+ebastine5mg	Tablet,Blisterpack				
SM068	Tofen1mg	Ketotifen1mg	Tablet,Blisterpack				
SM106Z	Atarax 25mg	Hydroxyzine 25mg	Tablet,Blisterpack				
SM001B	Sekrol	Ambroxol HCL 30mg/5ml	Syrup, 100ml Bottle				
SM124	Flugone	Chlorpheniramine+Dextromet horphan+ Paracetamol+Phenylephrine	Capsule,Blister pack				
SM127	Cold-cap capsules	Chlorpheniramine4mg+Pseud oephedrine30mg +Paracetamol400mg+Caffeine 30mg	Capsule,Blister pack				
SM060Z	Aerius 5mg tablets	Desloratadine 5mg	Tablet				
SM119A	Momate AZ nasal spray	Mometasone furoate 50mcg+azelastine 140mcg/spray	Spray,Bottle				
SM050AZ	Zerostat spacer	Zerostat spacer	Kit				
SM066AZ	Montallerg-LC	Montelukast 10mg+levocetrizine5mg	Tablet				
SM060C	Clarinate tablets	Desloratidine 5mg+pseudoephedrinesulphat e 120mg	Tablet				

SM002Z	Unicontin 400mg tabs	Theophylline 400mg	Tablet,Blisterpack				
SM012AZ	Piriton syrup	Chlorphenamine maleate 2mg/5ml	Syrup,Bottle				
SM001AZ	Mucosolvan syrup	Ambroxol 30mg/5ml	Syrup,Bottle				
SM109	Baricitinib 4mg tabs	Baricitinib 4mg	Tablet	1			
SM126	Monteru	Montelukast +rupatadine, tablet	Tablet, blister pack	1			
SM126A	Monteru Kids	Montelukast 5mg Rupatadine 5mg	Chewable tablet				
SM106Z	Atarax 25mg	Hydroxyzine, 25m	Tablet, blister	1			
SM050Z	Baby mask zerostat	cipla	kit	1			
SM119B	Momate Nasal Spray	Mometasone nasal spray	Can	1			
SM024A	Solvin plus syrup	Bromhexine + Pseudoephedrine liquid	Bottle	1			
SM063B	Xyzal syrup	Levocetirizine syrup	60ml, bottle	1			
SM063C	Xyzal 5mg	Levocetirizine 5mg	Tablet, blister pack	1			
SM027B	Sultolin inhaler	Salbutamol 100mcg/puff 200puffs	Can	1			

SM066C	Montene 10mg	Montelukast	Tablet, blister pack	1			
SM128	Delased Dry cough syrup	Diphenhydramine+dextromethophan	100ml bottle	1			
SM008N	Omega H3	Multivitamin+minerals	Capsule	1			
SM007AZ	Pulmicort Neb	Budesonide 250mcg/ml	Ampoule	1			
SM046A	Zyrtec Syrup	Cetirizine 5mg/5ml	Bottle	1			
SM066B	Glemont L	Montelukast + Levocetrizine 10/5mg	Tablet, blister pack	1			
SM042A	Cetrizet 10mg	Cetirizine 10mg	Tablet, blister pack	1			
SN001Z	Zedcal suspension	Calcium carbonate 150mg + MagnesiumHydroxide25mg+ Zincgluconate2mg+ VitaminD3200iu/5ml	Suspension,Bottle				
SN001C	Saracal Tablet	Calcium 1000mg,manesium 100mg,Zinc 4mg,VitaminD3 250IU	Tablet, blister pack				
SN002Z	Ranferon syrup	FerrousFumarate+Folic acid+VitaminB12+ VitaminC+zincsulphate	Syrup,200mlBottle				
SN007A	Ranferon	Ferrous Fumarate+Folic acid+VitaminB12+ Vitamin C+zinc sulphate	Capsule,Blister pack				
SN001B	Calcium Sandoz	Calcium+VitaminC1g	EffervescentTablet				
SN015	Tres orix	Multivitamins+Amino Acids+ Cyproheptadine.	Syrup,250ml Bottle				

SN015A	Dynamogen	Glutodine3mg,Arginineaspartate1g	OralSolution,10ml Ampoule				
SN012A	Osteocare original	Calcium+magnesium+Zinc+VitaminD3+Copper +Manganese+Selenium	Tablet				
SN001A	Osteocare syrup	Calcium+VitaminD+Magnesium+Zinc	Syrup,200mlBottle				
SN012B	Osteocare plus (with Glucosamine & Chondroitin)	Calcium + Magnesium + Zinc + Glucosamine +Chondroitin+Vitamin D+VitaminC+Selenium +Copper+Manganese+Ginger extract	Tablet,Blisterpack				
SN010A	Neurocare Plus	Folicacid+Methylcobalamin+ Pyridoxine+ pregabalin+alphalipoicacid	Tablet,Blisterpack				
SN008B	Pregnacare Original	VitaminD, E, K,C,B1, B2,B3,B6, B12,Folic acid, Biotin, magnesium, Iron, Zinc, Copper,Selenium, Iodine, Pantothenic acid	Tablet,Blisterpack				
SN008J	Pregnacare plus	VitaminD, E, K,C,B1, B2,B3,B6, B12,Folic acid, Biotin, magnesium, Iron, Zinc, Copper,Selenium,Iodine,Pantothenicacid+Omega3 Fishoil	28 capsules dualpack				
SN008L	Mama Vit PCOD	Myo-Inositol 1000mg,N- Acetyl cysteine 50mg'L- Arginine 10mg,					
SN008M	Mama Vit PLUS	Myo-Inositol 1000mg,Omega3 180mg N-Acetyl cysteine 50mg'L-Arginine 10mg,					

SN056	Livolin Forte	Phospholipidwithvitamins,He patotonic	Capsule,Blister pack				
SN066	Fertilion F	Vitamin B1, B2, B6, C, D3, E, Inositol, Folicacid, Methylcobalamin, Retinol, Magnesium,Zinc,Iron,Copper, managanese,Selenium, Iodine, Chromium, Para- Aminobenzoic acid, D- Chiro-Inostol	Capsule, Blisterpack				
SN067	Fertilion M	Vitamina, B1, B6,C,D3,E, lycopene,Glutathione, Co enzyme Q10, L- carnitine, Ginseng extract, Folic acid, Zinc,Manganese,Methyl cobalamin,selenium, nitrate	Capsule, Blisterpack				
SN065	Cachnerve	Alphalipoicacid,gammalinolei acid, pyridoxine,methylcobalamin,c hromium	Capsule,Blister pack				
SN049A	Cartimove plus	Vitamin D3, Glucosamine, Methyl SulfonylMethane, Chodroitin, Zinc, Selenium,Manganese,Coppe r,Boron,Silica,Omega3-6-9 fattyacids	Capsule, Blisterpack				
SN049C	CARTIM OVE D Diacerein, Vitamin D, Calcium, MSM, Chondroiti	Diacerein, Vitamin D, Calcium, MSM, Chondroitin + Omega 3	TABLET, blister pack				

	n + Omega 3						
SN010C	Nat-B	Vitamin B1, B2, B6, B12,, nicotinamide,calciumpan tothenate,folicacid,Choli ne bitartrate,biotin,inostol	Capsule, Blisterpack				
SN010AZ	Neurocare plain	Thiamine,PyridoxineandCyan ocobalamin	Capsule,Blister pack				
SN071	Well woman	Multivitamins+Traceelements +Evening PrimroseandStarfloweroil	Capsule,Blister pack				
SN026Z	Abidec drops	VitaminsA,D2,B1,B2,B6,C,Ni cotinamide	Drops,Bottle				
SN002B	Tothema	Irongluconate,Manganesegluc onate,Copper gluconate	Solution,Ampoules				
SN010E	Seven seas/Scotts emulsion	Fishoil	Oil,Bottle				
SN075	Safecal	Calcium carbonate/ Magnesium/Zinc/ Vitamin D3	TAB, blister pack				
SN010Z	Neurorubine forte	VitaminB1 ,B6,B12	Tablet,Blisterpack				
SN068	Ovacare	Carbohydrates, chromium, copper, fat, folicacid, inositol, iodine, iron, L- arginine,magnesium, manganese, nicotinamide, para- aminobenzoicacid,protein,pyrid oxine, riboflavin,,selenium,thia mine,VitaminsA,B12,C,	Tablet,Blisterpack				

		D3 and E,Zinc					
SN005G	Vitamin D 360,000IU	Vitamin D 360,000iu	Capsule, Blister pack				
SN005E	Vitamin D 800iu	Vitamin D 800iu	Capsule, Blister pack				
SN008C	Renogold	Ketoanalogues+essential amino acids	Tablet, Blister pack				
SN070	Ubinext-LC	CoQ1030mg+L-Carnitine500mg	Tablet, Blister pack				
SN069A	Collajoint sachets	Hydrolyzed collagen peptide 10g +Vitamin D3 400IU+ Calcium citrate 500mg+ Hyaluronic acid 12.5mg+ Boswellia serrata 400mg+ Gloriosa superba10mg+ Vitamin C 50mg	Sachet	1			
SN072	Promimba Gummies	L- Methylfolate, Methylcobalamin, Pyridoxal-5-Phosphate etc	Gummies				
SN005D	Nat D	Vitamin D 5000iu	Capsule	1			
SN005H	Devit-3 Im/Oral 300,000iu	Vitamin D3	ampoule	1			
SN049D	Cartil Superforte	Glucosamine +chondroitin +minerals	Tablet, blister	1			
SN008K	Nervoplex	Vitamin 12+inositol+zinc+vitD3	Tablet, blister	1			

SN049B	Cartimove	Glucosamine, Methyl sulphonyl methane, chondroitin, Multivitamin, Multimineral and Antioxidant	Tablet, blister pack	1			
SN022Z	Pabrinex B & C I.V	Injection, ascorbic acid 500 mg + nicotinamide 160 mg + pyridoxime hydrochloride 50 mg + riboflavin 4 mg + thiamine hydrochloride 250 mg/ml	Pair	1			
SN074	Trical	Calcium supplement, tablet	Tablet, blister pack	1			
SN076	Perfectil	Vitamin E+Vitamin C+ Folic acid+ Biotin+ Magnesium+ Iron+ Zinc+ Selenium+ Grape Seed Extract & L-Cysteine	Tablet, blister pack	1			
SN005F	Sara D3 Drops	Vitamin D3 drops	Dropper Bottle				
SN030Z	Evion 400mg	Vitamin E 400mg	Capsule, blister pack	1			
SN002D	IFAS	Iron/ Ferrous	Tablets, blister pack	1			
SN023	Vitamin c 1g	Vitamin C	Effervescent Tablets	1			
SN051B	Wepox 4000	Erythropoietin 4000 I.U	Prefilled syringe	1			
SN015	Tres orix 250ml	Cyproheptatine + vitamins	250ml bottle	1			
SR008B	Betadine mouthwash	Povidone/Iodine mouthwash	Bottle 250ml	1			
SR022	Surgical spirit 11	Surgical spirit	Bottle 1L	1			

SR004B	Strepsils lozenges	2,4-dichlorobenzylalcohol1.2mg+ Amylmetacresol0.6mg	Lozenges	1			
SR003BZ	Andolex C mouthwash	Benzydamine HCL+Chlorhexidine Gluconate	Solution200ml bpttle	1			
SR003C	Andolex C spray	Benzydamine HCL+Chlorhexidine Gluconate	Spray,30mlbottle	1			
SR003D	Oralex-C	Chlorhexedine Gluconate18mg Benzydamine HCL 22.5mg per 15ml	Bottle, 200ml	1			
SR004A	Medi-Keel lozenges	Cetylpyridinium+Benzocaine	Lozenges	1			
SR004C	Merocaine lozenges	Antibacterial with anaesthetic lozenges	Tablets, blister pack	1			
SS003A	Astymmin-SN	PureCrystallineessentialandNo n-Essential AminoAcidswithXylitol	Infusion,200ml bottle	1			
SS066A	K check	Calcium polystyrene sulfonate15g	Sachet	1			
SS033	Slow sodium 600mg	Sodium chloride 600mg	Tablet	1			
SS033A	Slow potassium 600mg	Potassium chloride 600mg	Tablet	1			
SS033D	Slow magnesium	Magnesium chloride	Tablet	1			
SS026B	Sodium bicarbonate 600mg	Sodium bicarbonate 600mg	Tablet	1			
SS026C	Sodium bicarbonate 1g	Sodium bicarbonate 1g	Tablet	1			

ST028	Mebo cream 15g	0.25%w/wβ-sitosterol	Ointment, 30g Tube	1			
ST073	Primapore	Primapore adhesive dressing	Adhesive dressing, Pieces	1			
SU007AZ	Engerix B adult injection single dose	Recombinant Hepatitis B surface antigen 20mcg/ml	Turbid white suspension, 1ml prefilled syringe/vial	1			
SU007DZ	Engerix B Paediatric injection single dose	Recombinant Hepatitis B surface antigen 10mcg/0.5ml	Suspension, 0.5ml prefilled syringe/vial	1			
SU033A	Prevenar 13 vaccine	Pneumococcal polysaccharide conjugate (13-valent, adsorbed)	White suspension, 0.5ml prefilled syringe	1			
SU028Z	Varicella zoster vaccine injection	Live attenuated varicella zoster virus propagated in human diploid cells	Powder and solvent for suspension, 3ml vial with 1ml diluent in ampoule or prefilled syringe	1			
SU039Z	Measles, Mumps, Rubella Vaccine injection	Live attenuated measles, mumps and rubella virus	Lyophilized powder for reconstitution, 0.5ml prefilled syringe	1			
SU017A	Vaxigrip vaccine	Injection, suspension of inactivated influenza virus types A and B	Prefilled syringe	1			
SU029A	Nimenrix vaccine	Meningococcal polysaccharide vaccine	Prefilled syringe	1			
SU036A	Adacel polio vaccine	Polio vaccine	Prefilled syringe	1			
SU008AZ	Havrix 720 vaccine	Hepatitis A paediatric vaccine	0.5ml Single dose vial	1			
SU008Z	Havrix 1440 vaccine	Hepatitis A paediatric vaccine	1ml Single dose	1			

SU037Z	Stamaril vaccine	Yellow fever single dose vaccine	Prefilled syringe	1			
SU015A	Typhim vaccine	Typhoid vaccine	0.5ml Prefilled syringe	1			
SU029A	Nimenrix vaccine	Meningococcal polysaccharide vaccine	Prefilled syringe	1			
SV005A	Cytotec 200mcg	Misoprostol 200mg	Tablet, blister pack	1			
SV004Z	Syntocinon 5 I.U	Oxytocin 5 I.U	Amp.	1			
SX052	BD Microfine pen needles 4mm	Pen needles 4mm	Piece				
SX053	BD Microfine pen needles 8mm	Pen needles 8mm	Piece				

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)].

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

3. Technical Specifications

3.1 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 If applicable

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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:

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

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

4. Drawings

This Tendering document includes *[Insert “the following” or “no”] drawings. [If documents shall be included, insert the following List of Drawings].*

List of Drawings		
Drawing No.	Drawing Name	Purpose

5. 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 VII - 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

- 3.1 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 Contract 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

- 4.1 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.
- 4.2 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.

4.3 Entire 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.

4.3.2 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.

4.4 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.

4.5 Severability

- 4.5.1 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.

10.1.1 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as 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:

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

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

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

- 10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one half of this remuneration.

10.3 Arbitration Proceedings

- 10.3.1 Arbitration proceedings with 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

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

10.3.3 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.

10.4 Arbitration with Foreign Suppliers

- 10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 10.4.2 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

10.5 Alternative Arbitration Proceedings

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

10.6 Failure to Comply with Arbitrator's Decision

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

10.6.2 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.

10.7 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 plus or minus 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.
- 17.2 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.
- 28.5 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.
- 28.6 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 30days 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

35.3 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 VIII - 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]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: KENYATTA NATIONAL HOSPITAL
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>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 notices , the Procuring Entity's address shall be: Attention: <i>To Chief Executive Officer]</i> Postal Address: [20723-00202 Nairobi Kenya] Physical Address: Nairobi City County Upperhill off Hospital, Kenyatta National Hospital Administration block, supply Chain Management Entrance. Telephone: [2726300-9] Electronic mail address: procurement@knh.or.ke
GCC 10.4.2	The place of arbitration shall be Nairobi Kenya
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 details etc.]</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 - Shall not be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment. N/A
GCC 16.1	Sample provision GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in Kenya Shillings in the following manner: i) Advance Payment (NO ADVANCE PAYMENT): Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	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. NOT APPLICABLE
	<p>ii) On Shipment: 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. NOT APPLICABLE</p> <p>iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. NOT APPLICABLE</p> <p>B. Payment of local currency portion of a foreign Supplier shall be made in <u>Kenya shillings</u> 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>C. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in Kenya Shillings, _____ (<i>Currency</i>) as follows:</p> <p>i) Advance Payment: 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. NOT APPLICABLE</p> <p>ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 16. The bank guarantee shall then be released. NOT APPLICABLE</p> <p>iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity. NOT APPLICABLE</p>
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 90 days. NOT APPLICABLE The interest rate that shall be applied is ... NOT APPLICABLE
GCC 18.1	A Performance Security of 5% Shall be required
GCC 18.3	If required, the Performance Security shall be in the form of a Bank Guarantee If required, the Performance security shall be denominated in <i>“the currencies of payment of the Contract, in accordance with their portions of the Contract Price”</i>
GCC 18.4	Discharge of the Performance Security shall take place: <i>Kenyatta National Hospital at the expiry of the contract period.</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Standard and approved Packaging
GCC 24.1	The insurance coverage shall be as specified in the Incoterms . If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms .
	If not in accordance with Incoterms, responsibility for transportation shall be as follows: <i>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</i> ”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier. PRICES MUST INCLUDE DELIVERY UPTO KENYATTA NATIONAL HOSPITAL AND ALL DELIVERIES WILL BE AT KENYATTA NATIONAL HOSPITAL.
GCC 25.2	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]. ALL PRICES MUST BE IN KENYA SHILLINGS</i>
GCC 26.1	The inspections and tests shall be conducted by Kenyatta National Hospital or through other government accredited bodies. WHERE INSPECTIONS ARE DONE BY OTHER GOVERNMENT BODIES/AGENCIES, THE SUPPLIER WILL MEET THE COST.
GCC 26.2	The Inspections and tests shall be conducted at: Kenyatta National Hospital or other government accredited bodies IDENTIFIED BY KENYATTA NATIONAL HOSPITAL. <i>[insert name(s) of location(s)].</i>
GCC 27.1	The liquidated damage shall be: <i>[insert number]</i> % per week [ALL REJECTED GOODS MUST BE COLLECTED BY THE SUPPLIER - WITHIN FIVE (5) DAYS FROM THE DATE OF REJECTION FAILURE TO WHICH 2% OF THE COST OF THE GOODS WILL BE CHARGED PER WEEK AS STORAGE CHARGES.
GCC 27.1	The maximum number of liquidated damages shall be: <i>[insert number]</i> %
GCC 28.3	The period of validity of the Warranty shall be: <i>[insert number]</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: Kenyatta National Hospital Sample provision 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: 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>or</p> <p>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>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>[insert number] days.</i>
GCC 33.6	<p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be <u>1</u>% (insert appropriate percentage.</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>

SECTION IX - 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:

4. Request a debriefing in relation to the evaluation of your tender Submit a Procurement-related Complaint in relation to the decision to award the contract.

- a) The successful tenderer
 - i) Name of successful Tender
 - ii) Address of the successful Tender
 - iii) Contract price of the successful Tender Kenya Shillings (in words)
- b) 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. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				

(Note a) State NE if not evaluated

5. 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 (5) 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]*
 - III) Agency: _____ *[insert name of Employer]*
 - IV) 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 three (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.

6. 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 or email 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.

7. **Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts fourteen (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/position: _

Telephone: _____

Email: _____

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 ofdated the...day of20.....in the matter of Tender No.....of20.... 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(s) 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 of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTERS 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 execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract 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]

[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),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at 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.

[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 with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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:

- a) complete the Contract in accordance with its terms and conditions; or
- b) 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
- c) 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

[Guarantor letterhead]

Beneficiary: _____ [Insert

name and Address of Employer]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the 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 _____) ² 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____, ³ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
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.

² 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.
³ 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.

FORM NO. 4 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

Tender Reference No.: _____ [insert identification no]
 Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name	Directly----- ----- % of shares Indirectly---- ----- % of shares	Directly.....% of voting rights Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes No-- -- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... ...
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
Occupation or profession					
3. e.t .c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

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

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

