



ORIGINAL

Kenyatta National Hospital

**REQUEST FOR PROPOSAL
FOR
COMMERCIALIZATION OF THE KNH PLAZA PHARMACY AND
FRAMEWORK CONTRACTING FOR THE SUPPLY OF CLINICAL PRODUCTS**

KNH/RFP/008/2026-2031

Closing and Opening Date: 29TH JUNE 2026 @ 10:00AM

Site Visit Date: 22ND JUNE 2026 Starting from 10:30AM

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SECTION 1 (A) – REQUEST FOR PROPOSAL (RFP)

RFP DESCRIPTION: COMMERCIALIZATION OF THE KNH PLAZA PHARMACY AND FRAMEWORK CONTRACTING FOR THE SUPPLY OF CLINICAL PRODUCTS

RFP NUMBER: [KNH/RFP/008/2026-2031](#)

- 1.1 Kenyatta National Hospital invites sealed proposals from interested, qualified and competent firms possessing the requisite licenses, skills, resources and experience for the Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products.
- 1.2 Interested eligible candidates may obtain further information from and inspect the proposal documents at the KNH Administration Block – Supply Chain Management Room 6 between 9:00am to 4:00pm, Monday to Friday excluding Public Holidays.
- 1.3 The proposal document can be accessed and downloaded from the Hospital's website www.knh.or.ke or the Public Procurement Information Portal (PPIP) supplier portal (<http://www.tenders.go.ke>) free of charge.
- 1.4 Firms that download the document must arrange to forward their particulars/contacts to Procurement through email address procurement@knh.or.ke before the closing date for records and for the purposes of receiving clarifications and/or addenda, if any. Additional information relating to this tender, if any, will be availed through the Hospital's website and PPIP from time to time.
- 1.5 A mandatory site visit will be held on **22nd June, 2026 starting at 10:30AM** at the KNH Plaza Pharmacy premises. Attendance is compulsory for all prospective bidders.
- 1.6 Prices quoted should be inclusive of all taxes, must be expressed in Kenya Shillings and shall remain valid for a period of **119 days** from the closing date of the tender.
- 1.7 Proposals shall be SECURELY BOUND (SPIRAL OR BOOK), paginated and serialized in the correct sequence.
- 1.9 Duly completed RFP documents, in a plain sealed envelope marked:

"RFP FOR COMMERCIALIZATION OF THE KNH PLAZA PHARMACY AND FRAMEWORK CONTRACTING FOR THE SUPPLY OF CLINICAL PRODUCTS: [KNH/RFP/008/2026-2031](#)"

should be returned and deposited in the Tender Box situated at the Supply Chain Department entrance at the Administration Block on or before **29th June, 2026 at 10:00AM**.

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

The Technical and Financial Proposals should be enclosed in separate envelopes clearly marked as shown below before enclosure in an outer envelope:

- Technical Proposal: RFP for Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products
- Financial Proposal: RFP for Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products
- Technical Proposals will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at KNH Administration Block – Supply Chain Management entrance.

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

A. GENERAL PROVISIONS

1. Definitions

For the purposes of this RFP, the following definitions apply:

- "Affiliate(s)" means an individual or entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- "Applicable Law" means the laws and any other instruments having the force of law in Kenya, including the Public Procurement and Asset Disposal Act 2015 and all subsidiary legislation thereunder.
- "Procuring Entity" means Kenyatta National Hospital.
- "Consultant" means a legally-established firm or entity that may provide or provides the Services to the Procuring Entity under the Contract.
- "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant, and includes all attached documents.
- "Data Sheet" means an integral part of the Instructions to Consultants (ITC) used to reflect specific assignment conditions.
- "Day" means a calendar day unless otherwise specified as "Business Day." A Business Day is any official working day in Kenya excluding public holidays.
- "Experts" means Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- "Government" means the Government of the Republic of Kenya.
- "In writing" means communicated in written form such as by mail, e-mail or fax, with proof of receipt.
- "Joint Venture (JV)" means an association of more than one Consultant where one member has the authority to conduct all business on behalf of all members, who are jointly and severally liable to the Procuring Entity for performance.
- "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services and whose CV is considered in the technical evaluation.
- "ITC" means the Instructions to Consultants in this Section 2 of the RFP.
- "RFP" means this Request for Proposals prepared by the Procuring Entity for the selection of Consultants.
- "Services" means the work to be performed by the Consultant pursuant to the Contract.
- "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity.
- "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, tasks, responsibilities and expected results of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultant is invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultant should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending the mandatory site visit if one is specified in the Data Sheet.

2.4 The Procuring Entity will timely provide, at no cost to the Consultant, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, the Consultants shall not be hired under the following circumstances:

- **Conflicting Activities:** A firm engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services directly related to those goods, works, or non-consulting services.
- **Conflicting Assignments:** A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that may conflict with another assignment of the Consultant for the same or for another Procuring Entity.
- **Conflicting Relationships:** A Consultant that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Terms of Reference, the selection process, or supervision of the Contract, may not be awarded a Contract unless the conflict has been resolved in a manner acceptable to the Procuring Entity.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. The Procuring Entity shall indicate in the Data Sheet and make available to all Consultants all information that would give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of their members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Firms proven to have been involved in any such practices shall be automatically disqualified and would not be awarded a contract.

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010 regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. Consultants shall be required to complete and sign the Certificate of Independent Proposal Determination annexed to the Proposal Form.

5.3 Consultants shall permit and shall cause their agents, subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance.

6. Eligibility

6.1 In the selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services.

6.3 Joint Venture firms wishing to tender shall comply with the Competition Act of Kenya. JVs will be required to seek exemption from the Competition Authority as a condition of contract award and signature. Application for exemption may be accessed from www.cak.go.ke.

6.4 Public Officers of the Procuring Entity, their Spouses, Children, Parents, Brothers or Sisters, or 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.

6.5 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents, subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 Firms debarred from participating in public procurement shall be ineligible. The list of debarred firms and individuals is available at PPRA's website www.ppra.go.ke.

6.7 No margin of preference shall be allowed in the selection of consultants.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal, shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form that, in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.2 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. Should the need arise, the Procuring Entity may request all Consultants who submitted Proposals to extend the Proposals' validity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing to the Procuring Entity's address indicated in the Data Sheet.

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing. The amendment shall be sent to all invited Consultants and will be binding on them.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so as long as only one Proposal is submitted.
- Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet.
- A Consultant cannot associate with shortlisted Consultant(s).

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, and (b) reimbursable expenses indicated in the Data Sheet.

16.2 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. The portion of the price representing local cost shall be stated in Kenya Shillings.

16.3 The Consultant, its Sub-Consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided at the Kenya Revenue Authority's website www.kra.go.ke.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10. The submission can be done by mail or by hand. Electronic submission is not allowed.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 The signed Proposal shall be marked 'ORIGINAL', and its copies marked 'COPY' as appropriate. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning 'DO NOT OPEN BEFORE 31st March 2026 at 10:00AM'. Within the single envelope, the Firm shall place the following separate, sealed envelopes:

- In an envelope or package marked 'ORIGINAL', all documents comprising the Technical Proposal;
- In an envelope or package marked 'COPIES', all required copies of the Technical Proposal; and
- In an envelope or package marked 'ORIGINAL', all required copies of the Financial Proposal.

18.2 The inner envelopes shall bear the name and address of the Procuring Entity, the name and address of the Firm, and the name and Reference number of the Assignment.

18.3 If an envelope is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Any attempt by Consultants to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19.2 Notwithstanding the above, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored by the Procuring Entity.

21. Proposals Evaluation

21.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria on the basis of their responsiveness to the Terms of Reference and the RFP. The mandatory criteria include:

- Firm has submitted the required number of copies of the Technical Proposals.
- Firm has submitted a sealed financial proposal.
- The Proposal is valid for the required number of days.
- The Technical Proposal is signed by the person with power of attorney, without material deviation.
- The Technical Proposal is complete with all forms and required documentary evidence submitted.
- A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- Key Experts are from eligible countries.
- The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- The firm has not proposed employing public officials, civil servants and employees of public institutions.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score, advising them accordingly. Their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

23.2 The financial proposals of the bidders that qualify at the technical evaluation stage shall be opened and evaluated. The formula for determining the Financial Score (Sf) shall be as follows:

$$Sf = 100 \times Fm/F$$

Where Sf is the financial score; Fm is the lowest priced financial proposal; and F is the price of the proposal under consideration.

24. Combined Quality and Cost Evaluation

24.1 Quality and Cost Based Selection (QCBS) Method: The total score is calculated by weighting the technical and financial scores and adding them as per the formula:

- Technical Percentage, $T = St\% \times 0.75$
- Financial Percentage, $P = Sf\% \times 0.25$
- Combined Score, $S = T + P$

The firm achieving the highest combined technical and financial score will be notified and invited for negotiations.

D. NEGOTIATIONS AND AWARD

25. Negotiations

25.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

25.2 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to negotiations.

25.3 Technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the Description of Services. These discussions shall not substantially alter the original scope of services.

25.4 Financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

26. Conclusion of Negotiations

26.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Accounting Officer and the Consultant's authorized representative.

26.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations and invite the next-ranked Consultant to negotiate.

27. Notification of Award

27.1 Upon expiry of the Standstill Period, after satisfactorily addressing any appeal that has been filed, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and request the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) days from the date of the Letter of Award.

28. Signing of Contract

28.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, and upon satisfactorily addressing any complaint that has been filed.

28.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

SECTION 2 (B). DATA SHEET

The following information for procurement of the services shall complement or amend the provisions of Instructions to Consultants in Section 2. Wherever there is a conflict, the provisions in the Data Sheet shall prevail.

A. GENERAL PROVISIONS

Reference to ITC Clause	Details
1(k)	Electronic system shall not be used
2.1	Name of the Procuring Entity: Kenyatta National Hospital The consultant selection method is Quality Cost Based Selection (QCBS) method Bidders shall prepare one (1) of each proposal. The original of the Technical Proposal shall be placed in a sealed envelope clearly marked 'TECHNICAL PROPOSAL', while the original of the Financial Proposal shall be placed in another envelope, sealed and clearly marked 'FINANCIAL PROPOSAL' with a warning: 'DO NOT OPEN WITH THE TECHNICAL PROPOSAL'. Both envelopes shall then be placed into an outer envelope and sealed. This outer envelope shall bear the Hospital's submission address.
2.3	A mandatory site visit will be held on 22nd June,2026 at 11:00AM at the KNH Plaza Pharmacy. Attendance is compulsory.
3(IV)	The Hospital's employees, committee members, board members and their relatives (spouse and children) are not eligible.
6.2	Joint ventures are allowed (maximum 2 members).
6.6	The list of debarred firms and individuals is available at PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	No Margins of preference are allowed in this tender.
12.1	The proposal must remain valid for 119 days after the submission date. The Hospital may require this period to be extended where necessary.
13.1	The Hospital will respond in writing to any request for clarification received not later than 24/03/2026. Email for requesting clarification: procurement@knh.or.ke or contractmanagement@knh.or.ke

B. PREPARATIONS OF PROPOSALS

Reference to ITC Clause	Details
14	The tender sums should be in Kenya Shillings (Ksh). No contract variation within one year from the contract signature date. Cumulative value of all contract variations should not exceed 15% of the original contract sum.
16.2	Price variation will be based on the prevailing Consumer Price Index as provided by Kenya National Bureau of Statistics and inflation rate as provided by the Central Bank of Kenya.
16.3	Information on the consultant's tax obligations can be found on the Kenya Revenue Authority's website www.kra.go.ke
16.4	The financial proposal costs should be expressed in Kenya Shillings.
17.1	Submission of Proposals electronically is not allowed.
17.5	The consultant must submit: Technical Proposal (one original & copy) and Financial Proposal (one original & copy).

C. SUBMISSION, OPENING AND EVALUATION

Reference to ITC Clause	Details
18.5	The Hospital must receive tenders not later than 29th June, 2026 at 10:00AM East African Time. Any proposal received after the closing date shall be returned unopened to the firm which submitted it.
20.1	Technical Proposals will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the Supply Chain Department entrance at the Administration Block.
22	The proposals accepted by the closing date shall be subjected to three (3) stages of evaluative process: (i) Mandatory Evaluation Stage – Pass/Fail Basis (ii) Technical Capacity Evaluation – 75% (iii) Financial Evaluation – 25%
Standstill	Standstill period shall be 14 days as per ITC clause 31.
Payment Terms	Terms of payment will be monthly in arrears, after acceptance of the report by management, within 30 days of invoicing.

STAGE I: PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

Bidder shall be required to provide the following and the evaluation will be on a Responsive / Non-Responsive basis. Any submission that fails to meet any of the mandatory requirements will be deemed non-responsive and will be eliminated from the entire evaluation process and will not be considered further.

Responsive	No. Requirements	Responsive or Non-Responsive
MR 1	Tender Security Kenya Shillings five hundred thousand (Kshs. 500,000.00) valid for 149 days from the date of Tender Opening and must be from a reputable bank recognized by the Central Bank of Kenya or Insurance bond from firms approved by IRA.	
MR 2	Submission of two Tender documents securely bound (Book bound) and clearly marked (original and copy) by the tenderer. No loose or stapled documents will be accepted.	
MR 3	Bid document MUST be in original and copy and MUST be sequentially numerically serialized (paginated) in the correct sequence of 1, 2, 3, 4 on every page including the table of contents.	
MR 4	Must submit certificate of incorporation or certificate of business registration.	
MR 5	Must submit a copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (confirmation through TCC Checker will be done).	
MR 6	Tenderer Data Consent Form - Duly Filled, Stamped and Signed as per attached form.	
MR 7	Must submit a duly filled Tenderers Eligibility Confidential Business Questionnaire, signed and stamped.	
MR 8	Must submit duly filled form of tender on company letterhead, signed and stamped in the prescribed format in the tender document.	
MR 9	Submission of valid CR12 or CR13 form showing the list of directors/Shareholding (issued within the last six months).	
MR 10	Must submit proof of power of Attorney to the Authorized person to sign the tender document where applicable.	
MR 11	Valid copy of Current Single Business License or Evidence of renewal from the relevant county government.	

MR 12	Must attach site visit certificate duly signed and stamped by authorized KNH personnel.	
MR 13	Must submit duly filled Certificate of Independent Tender Determination, signed and stamped.	
MR 14	Must submit duly completed and signed self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 (SD1) by the authorized signatory.	
MR 15	Must submit duly completed and signed self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice by the authorized signatory.	
MR 16	Must submit duly filled, signed and stamped Declaration and commitment to the code of ethics by the authorized signatory.	
MR 17	Bank Details Form duly signed and stamped by both the Tenderer and the Bank.	
MR 18	Attach written Declaration by tenderer - Companies/Institutions that neither of their Directors have participated in the same Tender as Individual Tenderers, Joint Venture, Sole Proprietor or as a subcontractor.	
MR 19	Practicing License of the Superintendent pharmacist - Provide Valid Annual Practicing License of the superintendent pharmacist.	
MR 20	Premises registration certificate by the Pharmacy and Poisons Board	
MR 21	Minimum average annual turnover of Kshs Two Billion minimum per year. Provide audited financial reports to prove.	
MR 22	Supplier Performance – Must submit duly filled signed and stamped commitment to comply with the supplier evaluation requirements	

At this stage, the tenderer's submission will be determined as either responsive or non-responsive. Any submission that fails to meet any of the above mandatory requirements will be deemed non-responsive and will be eliminated from the entire evaluation process and will not be considered further.

Please note that due diligence will be conducted on each of the externally issued documents listed above. The Hospital reserves the right to terminate the procurement proceedings at any stage if it is established that any document was fraudulently presented.

STAGE II: TECHNICAL EVALUATION

Bidders will be evaluated for technical qualification and those successful will proceed to the financial evaluation stage. Bidders are expected to score a minimum of 80 marks out of the 100-maximum score to proceed to the next stage.

Sn.	Requirement	Score	Responsive
1.	Evidence of the bidding firm being either a wholesaler or distributor	50	
2.	Financial qualification - The tenderer shall demonstrate to the satisfaction of KNH that it has adequate source of finance to meet the cash flow requirements on current and future contracts. Provide a letter from the bank showing ability to meet obligation.	50	
Total		100	

At this stage bidders are expected to score a minimum of 80 marks out of the 100-maximum score for them to proceed to the next stage. All the bidders who meet the pass mark will be subjected to the financial evaluation stage.

Please note that due diligence will be conducted on each of the externally issued documents listed above. The Hospital reserves the right to terminate the procurement proceedings at any stage if it is established that any document was fraudulently presented.

STAGE III: FINANCIAL EVALUATION

The contract for Framework Contracting for the Supply of Clinical Products will be executed through a revenue sharing formula on gross profit. Bidders MUST give their proposal on revenue sharing with the Hospital as required in the Data Sheet.

(a) Determination of evaluated price for each bid:

- There will be no corrections of arithmetic errors as per Public Procurement & Assets Disposal Act 2015 Section 82.
- Conversion of all tenders to same currency using a uniform exchange rate prevailing at the closing date of the Tender.
- Application of any discount offered on the tender.
- Establish if items quoted for are within prevailing market rates from the known retail outlets and Public Procurement Regulatory Authority price index. 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).
- Ranking of Tenders according to their evaluated prices.

(b) Award Criteria: The bidder with the highest revenue sharing formula on gross profit to the advantage of the Hospital. If there is a tie, competition negotiation will be done.

Revenue Sharing Formula (on Gross Profit)	Bidder%	Hospital%

Bids with arithmetic errors shall be disqualified at the financial evaluation stage. The tender sum as submitted and read out during the financial tender opening shall be absolute and final.

NB: Mandatory Compliance by All Contractors/Service Providers/Consultants Reference is made to the Public Procurement Regulatory Circular PPRA/6/5 Vol II (224) ; Circular No 01/2024 dated 30th August 2024. In order, to provide funds for the capacity development of persons involved in Public Procurement and Asset Disposal proceedings through mentoring, and technical assistance, the Cabinet Secretary, National Treasury and Economic Planning, pursuant to Sections 24(5)(d) and 180 of the Act, issued the Public Procurement Capacity Building Levy Order, 2023 (hereinafter referred to as ‘The Levy Order, 2023’) vide Legal Notice No. 206 of 6th November, 2023. Paragraph 3(1) of The Levy Order, 2023; provides that there shall be paid a Levy by a supplier on all procurement contracts signed between the supplier and a Procuring Entity, at the rate of zero point zero three per centum (0.03%) of the value of the signed contract, exclusive of applicable taxes.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The Chief Executive Officer, Kenyatta National Hospital, P.O. Box 20723 – 00202, Nairobi

Dear Sir/Madam:

We, the undersigned, offer to provide the services for the Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products in accordance with your RFP dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misrepresentation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or may be sanctioned by the PPRA.
- Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- We have no conflict of interest in accordance with ITC 3.
- We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC 5.
- In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya.
- We confirm that we are not insolvent, in receivership, bankrupt or in the process of being wound up.
- We, along with any of our sub-consultants, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- Except as stated in the ITC 12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts.
- Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We remain, Yours sincerely,

Authorized Signature (In full and initials):	
Name and Title of Signatory:	
Name of Consultant (company's name):	
Contact information (phone and e-mail):	
Date:	

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying Technical Proposal Submission Form to Kenyatta National Hospital for: [Name and number of tender – [KNH/RFP/008/2026-2031](#)] 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 Proposal on behalf of the Tenderer;
4. The Tenderer has arrived at the Proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;
5. In particular, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a proposal; or the submission of a proposal which does not meet the specifications of the request for proposals;
6. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the services to which this RFP relates;
7. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first.

Name.....TitleDate.....

[Name, title and signature of authorized person and Date]

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Provide a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment (pharmacy commercialization, pharmacy management, healthcare supply chain). For each assignment, the outline should indicate the names of the Consultant's Key Experts who participated, the duration of the assignment, the contract amount, and the Consultant's role/involvement.

A – Consultant's Organization

[Provide here a brief description of the background and organization of your company for this assignment.]

B – Consultant's Experience

List at least three (3) previous similar assignments (pharmacy operations, retail pharmacy management, or healthcare supply chain) successfully completed in the last 10 years.

Assignment	Details
Assignment Name	
Country	
Name of Procuring Entity	
Contact Address & Email	
Start Date (Month/Year)	
Completion Date	
Role on Assignment (e.g., Lead Member)	
Approx. Value of the Contract (Kshs.)	
Duration of Assignment (months)	
Total no. of Staff-months	
Approx. Value of Services Provided by your Firm under Contract	
Name of Senior Professional Staff of your Firm Involved	
Narrative Description of the Assignment	

FORM TECH-3: COMMENTS AND SUGGESTIONS

The Consultant shall provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment.

A – On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B – On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the Procuring Entity, e.g., administrative support, office space, equipment, data, background reports, etc., if any]

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Provide a description of the approach, methodology and work plan in responding to the Terms of Reference for performing the assignment.

a) Technical Approach and Methodology

[Explain your understanding of the objectives of the assignment as outlined in the Terms of Reference, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s). Describe your proposed operational model for the Plaza Pharmacy, including supply chain, staffing, revenue management, and quality assurance.]

b) Work Plan

[Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones, and tentative delivery dates of reports. The proposed work plan should be consistent with the technical approach and methodology.]

c) Organization and Staffing

[Describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, including qualified pharmacists.]

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals.
2. Duration of activities shall be indicated in the form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Deliverable/Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7-12
Mobilization and transition plan							
Pharmacy operational setup							
Staff deployment & training							
ITax and compliance reconciliation							
Monthly performance reports							
Quarterly review meetings							
Annual performance appraisal							

FORM TECH-6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No.	Name	Position	Expert Type	Total Person-Months
K-1		Team Leader / Lead Pharmacist	Key Expert	
K-2		Pharmacy Operations Manager	Key Expert	
K-3		Supply Chain Specialist	Key Expert	
N-1		Pharmacy Technician	Non-Key Expert	
N-2		Finance/Accounts Officer	Non-Key Expert	
N-3		Customer Service/Retail Staff	Non-Key Expert	

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	[e.g., K-1, Team Leader]
Name of Expert:	[Insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship:	
PPB Registration No. (if pharmacist):	

Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

Employment Record Relevant to the Assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment.]

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet.

- Certificate of Incorporation/Certificate of Registration: {Insert here a copy of certificate of incorporation or registration}
- Tax Compliance Certificate: {Insert a copy of the tax compliance certificate from Kenya Revenue Authority}
- Pharmacy and Poisons Board (PPB) License: {Insert a copy of the firm's valid PPB license for pharmacy operations}
- Similar Consulting/Operational Assignments Experience: {Insert copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm}
- Academic Certificates: {Insert copies of the required relevant academic certificates for all the key experts}
- Professional Certificates: {Insert copies of professional certificates and relevant short-term trainings for all key experts}
- Professional Membership of Key Experts: {Insert copies of professional membership certificates for key experts, including PPB registration for pharmacists}
- Certificate of Independent Proposal Determination: {As per Form TECH-1}
- Performance Appraisal Tool Acknowledgement: {Signed acknowledgement and acceptance of the Performance Appraisal Tool for Plaza Pharmacy}

FORM TECH - 8: 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 Boxbeing a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of(Insert name of the Company) who is a Bidder in respect of
Tender No. for..... (Insert tender title/description) for.....
(Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

FORM SD2 – SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of(insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity).
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
 - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person

or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for 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. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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 and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

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 TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 3.7*];
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not

bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "**Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the tenderer: **[insert complete name of the tenderer]*

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

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

the Tender] **Signature of the person named above:** *[insert signature of person whose*

name and capacity are shown above] **Date signed** *[insert date of signing]* **day of**

[insert month], [insert year]

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

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

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____ Signature _____

Date _____ Stamp _____

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

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/RFP/008/2026-2031
5	Date and Time of Tender Opening	29th June, at 10:00am
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8	BANK DETAILS BANK NAME: BANK ACCOUNT NO: (in case of change of bank details provide written communication after contract signing)	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

(i) Are there any person/persons in (Name of Procuring Entity) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly 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		

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

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name _____

Title or Designation _____

(Signature)

(Date)

SECTION 4. FINANCIAL PROPOSAL – STANDARD FORMS

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date}

To: The Chief Executive Officer, Kenyatta National Hospital, P.O. Box 20723 – 00202, Nairobi

Dear Sir/Madam:

We, the undersigned, offer to provide the services for the Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products in accordance with your Request for Proposal dated and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount in currency} {Insert amounts in words and figures}, including all taxes in accordance with the Data Sheet. The estimated amount of local taxes is {Insert currency} {Insert amount in words and figures}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC 12.1 Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution are listed below:

[Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity]

{If no payments are made or promised, add the following statement: 'No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.'}

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Signature:	
Full Name:	
Title:	
Name of Consultant:	
Physical Address:	
Phone:	
Email:	
Date:	

FORM FIN-2: SUMMARY OF COSTS

No.	Contract Price Item	Monthly Amount (Kshs. VAT inclusive)	Annual Amount (Kshs. VAT inclusive)
1	Pharmacy Management Fee / Revenue Share		
	Other Related Activities (On Demand)		
2	Clinical Products Supply – Monthly Framework Value		
3	Pharmacy Operational Support Services		
4	IT/POS System Management, on demand		
5	Special Project Management, on demand		
	TOTAL		

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount, to calculate applicable taxes at

contract negotiations, and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity.

No.	Name	Position	Person-Month Remuneration Rate	Time Input (Person-Months)	Total Cost (Kshs.)
Key Experts					
K-1		Team Leader / Lead Pharmacist			
K-2		Pharmacy Operations Manager			
K-3		Supply Chain Specialist			
Non-Key Experts					
N-1		Pharmacy Technician			
N-2		Finance/Accounts Officer			
N-3		Customer Service/Retail Staff			
				TOTAL COSTS:	

SECTION 5: TERMS OF REFERENCE

1. TERMS OF REFERENCE

a) Background Information

Kenyatta National Hospital (KNH) is Kenya's national referral hospital and a state corporation established to provide facilities for training and research since 1963. KNH operates a pharmacy, the Plaza Pharmacy, located within its premises. The Hospital seeks to commercialize the Plaza Pharmacy through engagement of a qualified and experienced firm to manage pharmacy operations and supply clinical products on a framework contracting basis.

The Plaza Pharmacy serves both hospital staff and the general public and plays a critical role in ensuring access to quality and affordable medicines and clinical products. KNH seeks to improve the efficiency, quality, revenue, and sustainability of Plaza Pharmacy operations through private sector partnership.

b) Objectives of the Assignment

The objectives of this assignment are to:

- Commercialize and optimize the operations of the KNH Plaza Pharmacy to generate maximum revenue for the Hospital.
- Ensure continuous availability of a comprehensive range of quality pharmaceutical and clinical products at competitive prices.
- Maintain the highest standards of pharmacy practice, regulatory compliance, and patient safety.
- Provide a framework contracting mechanism for the regular and reliable supply of clinical products to the Hospital.
- Enhance the patient/customer experience and satisfaction at the Plaza Pharmacy.
- Develop and implement a robust inventory management system aligned to KNH's operational systems.

c) Scope of Work / Services

1) Pharmacy Commercialization and Operations Management

The Consultant shall:

- Take over and manage the day-to-day operations of the KNH Plaza Pharmacy, ensuring continuity of services.
- Develop and implement a business plan and operational model for the Plaza Pharmacy, including revenue optimization strategies.
- Ensure the pharmacy is stocked at all times with the full agreed range of pharmaceutical and non-pharmaceutical products as per the agreed product list.
- Ensure all products comply with Pharmacy and Poisons Board (PPB) requirements, KNH/PCC standards, and tender requirements.
- Ensure shelf-life compliance – no short-expiry items supplied outside agreed threshold.
- Comply 100% with framework contract pricing in all invoices and price lists.
- Submit accurate and timely monthly revenue reports and reconciliations.
- Meet agreed revenue targets and growth objectives.

2) Framework Contracting for the Supply of Clinical Products

The Consultant shall:

- Enter into a framework contract for the supply of specified clinical products including pharmaceuticals, vaccines, condoms, and related health commodities to KNH.
- Supply clinical products within agreed timelines, quality standards, and at the contracted framework prices.
- Maintain an effective Operational Drawdown Order (ODO) system for clinical product replenishment.
- Ensure 100% compliance with ODO register, approvals, and issue vouchers.
- Ensure accuracy of inventory records – 100% match between physical and system stock within acceptable variance.

3) Inventory Management

- Maintain a real-time inventory management system linked to or compatible with KNH's hospital information systems.
- Implement automated stock replenishment processes to prevent stock-outs.

- Conduct monthly stock takes and provide reports to KNH management.
- Manage losses, damages, and expiries within acceptable thresholds as per contract.
- Maintain complete documentation and traceability: ODOs, stock cards, invoices, and reports.

4) Quality Assurance

- Ensure all products supplied comply with PPB requirements, KNH/PCC standards, and tender requirements.
- Maintain valid batch records, product certificates, and inspection reports for all products.
- Report and resolve quality incidents within agreed timelines.
- Cooperate fully with KNH quality assurance teams and regulatory inspections.

5) Staffing and Service Delivery

- Provide and maintain adequate qualified commercial and clinical support staff including at least one registered pharmacist at all times.
- Ensure all staff maintain professional standards and appropriate customer care.
- Meet agreed average patient waiting time and prescription turnaround time benchmarks.
- Achieve agreed patient satisfaction thresholds as measured by periodic surveys.

6) Regulatory Compliance and Reporting

- Maintain full compliance with PPB requirements including valid licenses and inspection certificates.
- Comply with all public procurement and contract terms at 100%.
- Submit monthly and quarterly operational reports on time.
- Ensure complete documentation and traceability of all transactions.

7) Infrastructure Requirements

- Dedicated secure pharmacy space.
- Proper workflow areas for dispensing, counseling, storage and returns.
- Temperature controlled environment (15–25°C).
- Hand washing facilities and hygiene supplies.
- Lockable storage for controlled medicines

8) Equipment Requirements

- Pharmaceutical grade refrigerator with temperature monitoring logs.
- Thermometers and hygrometers.
- Computerized pharmacy management system integrated with hospital systems.
- Backup power supply.
- Secure safe for controlled drugs.
- Procedures for recall and disposal of expired medicines

9) Partnership and Coordination

- Attend and actively participate in all review meetings (100% attendance required).
- Be responsive to hospital needs and communications at all times.
- Participate in the quarterly performance appraisal process using the agreed Performance Appraisal Tool.

10) Performance Monitoring

The Consultant's performance shall be monitored quarterly using the Performance Appraisal Tool for Plaza Pharmacy, which covers the following key performance areas:

- Stock Availability (tracer/essential medicines $\geq 95\%$ availability at all times; zero avoidable stock-outs)
- Inventory Management (timeliness of replenishment; 100% accuracy of inventory records; proper use of ODOs)
- Product Range ($\geq 90\%$ of approved product list available at all times)
- Quality Assurance (100% compliance with PPB, KNH/PCC standards and tender requirements)
- Pricing and Financial Management (100% compliance with framework contract pricing; accurate and timely revenue reporting; meeting revenue targets)
- Service Delivery (average patient waiting time; prescription turnaround time; patient satisfaction \geq agreed threshold)

- Staffing (adequate staffing levels; professionalism and customer care)
- Regulatory Compliance (100% compliance with PPB requirements and contract terms)
- Reporting and Documentation (monthly/quarterly reports submitted on time; 100% documentation completeness)
- Risk Management (losses, damages, expiries within acceptable threshold; timely responsiveness to incidents)
- Partnership and Coordination (100% attendance at review meetings; timely and effective communication)

d) Period of Service

Five (5) years, renewable subject to satisfactory performance appraisal.

e) Terms of Payment

Payment shall be based on the agreed commercialization model (revenue share, management fee, or other agreed arrangement) and shall be paid monthly in arrears after acceptance and approval of the monthly performance report by KNH management, within 30 days of invoicing.

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the 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 (i) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[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.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

CONTRACT FOR CONSULTANT'S SERVICES

Consulting Services for: Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products

Contract No.: [KNH/RFP/008/2026-2031](#)

Between:

.....
[Name of the Procuring Entity] and [Name of the Consultant]

Date:.....

FORM OF CONTRACT

This CONTRACT (hereinafter called the 'Contract') is made the [number] day of the month of [month], [year], between, on the one hand, Kenyatta National Hospital (hereinafter called the 'Procuring Entity') and, on the other hand, [name of Consultant] (hereinafter called the 'Consultant').

WHEREAS:

- The Procuring Entity has requested the Consultant to provide certain services as defined in this Contract (hereinafter called the 'Services');
- The Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise, technical resources and regulatory licenses, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- The Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract;
- The Special Conditions of Contract;
- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Performance Appraisal Tool
- Appendix E: Form of Advance Payments Guarantee (if applicable)

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:

- The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Kenyatta National Hospital:	For and on behalf of [Name of Consultant]:
Name:	Name:
Title:	Title:

Signature:	Signature:
Date:	Date:
Official Stamp:	Official Stamp:

SECTION 7: GENERAL CONDITIONS OF CONTRACT

(Refer to the standard Kenyatta National Hospital General Conditions of Contract as applied to consultancy services, which form an integral part of this RFP document and the resulting contract. The General Conditions of Contract cover, inter alia: Definitions and Interpretation; Relationship between the Parties; Governing Law; Language; Commencement, Completion and Termination; Obligations of the Consultant; Conflict of Interests; Confidentiality; Liability; Insurance; Reporting Obligations; Proprietary Rights; Equipment and Materials; Obligations of the Procuring Entity; Payments to the Consultant; Interest on Delayed Payments; Good Faith; and Settlement of Disputes including Arbitration provisions.)

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

GCC Clause	Special Condition
1.1(a)	The contract shall be construed in accordance with the laws of Kenya.
4.1	The language is English.
6.1 & 6.2	The addresses are to be filled in at negotiations with the selected firm. Procuring Entity: Chief Executive Officer, Kenyatta National Hospital, P.O. Box 20723-00202, Nairobi. Email: knhadmin@knh.or.ke
12.1	Termination of contract for failure to become effective: The time period shall be one (1) month.
13.1	Commencement of the Services: The number of days shall be fourteen (14) days from contract signature. Confirmation of key expert's availability to start the assignment shall be submitted to the procuring entity in writing.
14.1	Expiration of the Contract: The time period shall be Five (5) Years (renewable subject to performance appraisal).
27.1	Reports and relevant data and information compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and shall not be used for purposes unrelated to this contract without written approval of the procuring entity.
39.1	The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
41.2	As per the proposed financial schedule (monthly in arrears, within 30 days of invoicing after acceptance of monthly report by management).
41.1.4	All payments under this Contract shall be made to the accounts of the Consultant specified in the contract.
Performance	Quarterly performance appraisal shall be conducted using the Performance Appraisal Tool for Plaza Pharmacy. Consistently unsatisfactory performance (score below 60%) for two consecutive quarters may lead to contract review or termination.
PPB Compliance	The Consultant shall at all times maintain a valid Pharmacy and Poisons Board license for the operation of the Plaza Pharmacy. Failure to maintain such a license shall constitute a material breach of contract.

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.]

Appendix B – Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C – Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum/revenue share price. The table shall be based on Form FIN-3A of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations.]

Appendix D – Performance Appraisal Tool for Plaza Pharmacy

No.	Performance Area	Indicator	Target / Standard	Means of Verification	Score (1-5)	Weighted Score
1	Stock Availability	Availability of tracer/essential medicines	≥ 95% availability at all times	Stock reports, spot checks, dispensing records		
		Frequency of stock-outs	Zero avoidable stock-outs	Stock-out reports, incident logs		
2	Inventory Management	Timeliness of replenishment	Replenishment within agreed timelines	Delivery notes, stock movement records		
		Accuracy of inventory records	100% match within acceptable variance	Inventory reports, stock counts, audit reports		
		Proper use of ODOs	100% compliance	ODO register, approvals, issue vouchers		
3	Product Range	Availability of agreed pharmaceutical and non-pharmaceutical items	≥ 90% of approved product list available	Product list, stock reports		
4	Quality Assurance	Compliance with PPB, KNH/PCC standards, and	100% compliance	Product certificates, batch records,		

		tender requirements		inspection reports		
		Shelf-life compliance	No short-expiry items outside agreed threshold	Stock inspection records, expiry reports		
5	Pricing & Financial Management	Adherence to contracted prices	100% compliance with framework contract pricing	Invoices, price lists, contract documents		
		Revenue reporting accuracy and timeliness	Monthly reports submitted on time and accurate	Financial reports, reconciliations		
		Revenue growth/optimization	Meets agreed revenue targets/trends	Revenue analysis reports		
6	Service Delivery	Average patient waiting time	Within agreed service benchmark	Observation, queue records, patient feedback		
		Patient satisfaction	≥ agreed satisfaction threshold	Patient satisfaction surveys, complaints register		
7	Staffing	Adequacy of qualified staff (incl. pharmacist)	Staffing levels maintained as agreed	Duty rosters, attendance registers		
		Staff professionalism and customer care	Consistently satisfactory	Observation, complaints register, survey results		
8	Regulatory Compliance	Compliance with PPB requirements	100% compliance	Licenses, inspection reports, compliance certificates		
9	Reporting & Documentation	Submission of operational reports	Monthly/quarterly reports submitted on time	Submitted reports, contract file		
10	Risk Management	Management of losses, damages, and expiries	Within acceptable threshold	Incident reports, loss reports		
11	Partnership & Coordination	Attendance and participation in review meetings	100% attendance	Meeting minutes, attendance sheets		
		Responsiveness to hospital needs and communication	Timely and effective	Correspondence, meeting records		

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: *[insert the name of the Entity]*
Contract title: *[insert the name of the contract]*
RFP No: *[insert RFP reference number]*

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:

- Request a debriefing in relation to the evaluation of your Proposal, and/or
- Submit a Procurement-related Complaint in relation to the decision to award the contract.

The Successful Consultant:

Name:	[insert name of successful Consultant]
Name:	(insert address of the successful Consultant)
Address:	[insert address of the successful Consultant]
Contract Price:	[insert contract price of the successful Consultant]

2. NOTIFICATION OF AWARD

[use letterhead paper of the Procuring Entity]

Date:

To: [name and address of the winning Consultant]

Subject: Notification of Award – Contract No. KNH/RFP/...../2026-2031

This is to notify you that your Proposal dated [insert date] for the Commercialization of the KNH Plaza Pharmacy and Framework Contracting for the Supply of Clinical Products, as negotiated with you on, for the contract amount of [Insert amount in numbers and words and name of currency] is hereby accepted by our agency.

You are requested to: (i) sign and return the draft negotiated Contract attached herewith within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership within eight (8) days using the Beneficial Ownership Disclosure Form included in Section 7 of the Request for Proposals.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Draft Negotiated Contract



KENYATTA NATIONAL HOSPITAL

Address: P.O BOX 20723-00202, Nairobi.

Telephone: 020 2726300-4 | 020 4243000 | 020 7244000

Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

BANK DETAILS FORM

INSTITUTION/COMPANY NAME:

--	--

ADDRESS

OFFICIAL STAMP

AUTHORIZED PERSONS NAME:

--	--

(1)

(2)

POSITION:

--	--

EMAIL
ADDRESS:

--	--

TELEPHONE

--	--

NO.:

--	--

SIGNATURE:

--	--

DATE:

--	--

ACCOUNT NO.:

BANK CODE

--	--

BANK NAME:

BRANCH CODE

--	--

BRANCH NAME:

--	--

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORIZED SIGNATORY:

--	--

(1)

(2)

BANKERS STAMP:

--	--



KENYATTA NATIONAL HOSPITAL

Address: P.O BOX 20723-00202, Nairobi.

Telephone: 020 2726300-4 | 020 4243000 | 020 7244000

Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

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 Tenderer Data 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: _____



KENYATTA NATIONAL HOSPITAL

Address: P.O BOX 20723-00202, Nairobi.

Telephone: 020 2726300-4 | 020 4243000 | 020 7244000

Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

SUPPLIER PERFORMANCE EVALUATION AND COMMITMENT FORM

Procuring Entity: _____

Contract/Tender No.: _____

Tender Description: _____

Contract Period: From _____ To _____

Name of Supplier: _____

Supplier Address: _____

Contact Person: _____

Telephone: _____ Email: _____

SECTION A: SUPPLIER PERFORMANCE COMMITMENT

We, the undersigned supplier, hereby commit to providing goods/services/works in accordance with the contract terms, specifications, delivery timelines and applicable procurement laws.

1. Timely delivery of goods/services as per contract schedule.
2. Compliance with technical specifications and quality standards.
3. Prompt response to orders, communication and service requests.
4. Availability of adequate technical support and after-sales service where applicable.
5. Compliance with all statutory obligations including taxes, licenses, and regulatory requirements.
6. Acceptance to collect goods rejected when on use and refund of payments already made.
7. Immediate notification to the procuring entity of any challenges that may affect contract performance.

DECLARATION

Supplier Declaration

I certify and commit to fulfilling all contractual obligations as outlined above and the same shall form the basis for performance evaluation under **SECTION B** below.

Name: _____

Designation: _____

Signature: _____

Date: _____

Stamp: _____

SECTION B: PERFORMANCE EVALUATION BY PROCURING ENTITY

Evaluation Criteria	Score Guidance	Score Awarded (1-5)
Quality of Goods/Services	100% – All items accepted with no rejection.	
	40% – Goods rejected but replaced within agreed timelines.	
	0% – Goods rejected and no replacement supplied.	
Timeliness of Delivery	100% – All deliveries within agreed timelines.	
	40% – Delivery delayed leading to cancellation and replacement of expired LPO.	
	0% – Delivery failure resulting in cancellation of LPO without supply.	
Responsiveness & Communication	100% – Prompt response within 24 hours.	
	40% – Delayed response but issue resolved.	
	0% – No response or persistent failure to respond.	

Compliance with Contract Terms	100% – Full compliance with contract terms and specifications.	
	40% – Minor deviations corrected after notification.	
	0% – Major breach of contract terms.	
Acceptance to Collect Rejected Goods and Refund Payments Made	100% – Supplier collects rejected goods and refunds payments promptly.	
	40% – Goods collected but refund delayed.	
	0% – Supplier fails to collect rejected goods or refund payments.	
Value for Money	100% – Goods perform as per intended purpose.	
	40% – Goods rejected while on use but supplier accepts responsibility.	
	0% – Goods rejected while on use and supplier fails to accept responsibility.	

Additional Performance Incidents Affecting Scores

Rejection of goods without replacement – 0 score under Quality.

Rejection of goods with acceptable replacement – 40% score under Quality.

Cancellation and replacement of expired LPO due to supplier delay – 40% score under Delivery.

Cancellation of LPO due to supplier failure – 0 score under Delivery.

Failure to respond to purchase order – 0 score under Responsiveness.

Issuing of credit note will be calculated based on value of credit note against the total value of the LPO.

Repeated delivery of substandard goods – Automatic contract performance review and possible termination.

Acceptance of termination of contract on goods rejected while on use. i.e. value for money.

Overall Rating Calculation

Rating	Percentage Score / Interpretation
5	90–100% – Excellent
4	80–89% – Very Good
3	70–79% – Satisfactory
2	60–69% – Poor
1	Below 60% – Unsatisfactory



KENYATTA NATIONAL HOSPITAL

Address: P.O BOX 20723-00202, Nairobi.

Telephone: 020 2726300-4 | 020 4243000 | 020 7244000

Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

SITE VISIT CERTIFICATE – KNH/RFP/008/2026-2031 COMMERCIALIZATION OF THE KNH PLAZA PHARMACY AND FRAMEWORK CONTRACTING FOR THE SUPPLY OF CLINICAL PRODUCTS

(To be returned signed and stamped with the tender document)

This is to confirm that _____ (Company Name)
**ATTENDED A MANDATORY SITE VISIT AT KENYATTA NATIONAL HOSPITAL on
22.06.2026 at 10:00am East African Time**

COMPANY REPRESENTATIVE

NAME _____

DESIGNATION _____

SITE VISITED-KENTATTA NATIONAL HOSPITAL

SIGNED _____ DATE _____

OFFICIAL STAMP

KENYATTA NATIONAL HOSPITAL REPRESENTATIVE

NAME _____

DESIGNATION _____

SIGNED _____ DATE _____

OFFICIAL STAMP