



**JOMO KENYATTA UNIVERSITY  
OF  
AGRICULTURE AND TECHNOLOGY.**

**REF/NO.JKUAT/6 (b)/2016 – 2017- SUPPLY AND  
DELIVERY OF MEDICAL LABORATORY  
REAGENTS.**

**Submitted to: Deputy Vice Chancellor (Finance),  
JKUAT,  
P.O.Box 62000 -00200,  
Nairobi.**

To be received on or before **Thursday 28<sup>th</sup> April 2016 at 11.30 a.m.**

**-TABLE OF CONTENT**

CONTENT	PAGE
Section I Invitation to tender	2
Section II Instruction to Tenderers	3
Section III General Instructions	8
Section IV Special Conditions of Contract	12
Section V Technical Specification	13
Section VI Schedule of Requirements	16
Section VII Price Schedule for Goods	17
Section VIII Standard Forms	48
7.1 Form of Tender	
7.2 Confidential Business Questionnaire	
7.3 Tender Security	
7.4 Contract Form	
7.5 Performance Security Form	
7.6 Bank Guarantee for advance payment form	
7.7 Manufacturer's Authorization form	

## **SECTION I INVITATION TO TENDER**

TENDER REF NO: JKUAT/6b/2016 - 2017

Financial Year 2016-2018 (one year renewable subject to satisfactory performance)

Tenders are invited for the supply and delivery of *Medical Laboratory Reagents* to Jomo Kenyatta University of Agriculture and Technology Health Services Department for period one year.

Tenders are to be delivered in duplicate to Jomo Kenyatta University of Agriculture and Technology Tender Box at the Procurement Department (Juja) not later than 1130 hours local time on **Thursday 28<sup>th</sup> April 2016 at 11.30 a.m.**

Envelopes should be clearly marked with the Tender Number and description.

Tenders received after the closing date and time, telegraphic or telephone tenders will not be considered.

Tenderers who wish to attend the opening of the tenders, when names of the tenderers will be read out, may do so.

## **SECTIONII -INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderer's**

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall complete the supply of goods by the intended completion date specified in Schedule of Requirements. (VI)
- 2.1.2 The University employees, committee members, board members and their relatives are not eligible to participate in the tender.
- 2.1.3 The Tenders shall provide qualification information statement that the Tenderer is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under their contract shall have their origin in eligible source countries.
- 2.2.2 For the purpose of this clause, "origin" means where good are produced.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of tendering**

- 2.3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be shortlisted for product evaluations.

## **2.4 The tender document**

2.4.1 The tender document comprises the documents listed below.

- i. Invitation to the Tender
- ii. Instructions to tenderers
- iii. General conditions of contract
- iv. Special conditions of contract
- v. Schedule of requirements
- vi. Technical specification
- vii. Tender form
- viii. Contract form
- ix. Manufacturers authorization
- x. Confidential Business questionnaire

2.4.2 The tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender document in every respect will be at the tenderers risk and may result in the rejection of tender.

## **2.5 Clarification of documents**

2.5.1 A prospective tenderer requiring any clarification of the tender documents may notify the University in writing.

2.5.2 The University shall reply to any clarification sought by the tenderer within 7days of receiving the request.

## **2.6 Amendments of document**

2.6.1 At any time prior to the deadline for submission of tenders, the University for any reason, whether at its own initiative or in response to clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendments in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendments into account in preparing their tenders, the University, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

2.7.1 The tender language must be English.

## **2.8 Documents comprising of tender**

2.8.1 The tender prepared by the Tenderer shall comprise the following components:

- a) Tender form
- b) A completed Price Schedule
- c) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- d) Documentary evidence that the goods to be supplied by the tenderer conform to the tender documents.

## **2.9 Tender Forms**

2.9.1 The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, and prices.

## **2.10 Cost of Bidding**

2.10.1 The Tenderer shall bear all the costs associated with the preparation and submission of its Bid.

2.10.2 The University will in no case be responsible or liable, for those costs, regardless of the conduct or outcome of the tendering process.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified.

## **2.12 Tender eligibility and qualification**

- 2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.2.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the University's satisfaction;
- a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods.
  - b) that, the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - c) that, the duly authorized to carry a business of pharmacy and is tax compliant.

### **2.13 Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the drugs shall consist of the Pharmacy and Poison Board's registration number or current Pharmacy and Poison Board Drug Retention Certificate.

### **2.14 Validity of Tenders**

- 2.14.1 The Bid shall remain valid for one hundred and twenty (120) days or as specified in the Invitation to tender after the date of tender opening of the tender.

### **2.15 Sealing and Marking Of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender:
- b) bear, tender number and name in the Invitation for Tenders and the words “DO NOT OPEN BEFORE,” Thursday 4<sup>th</sup> June 2015 at 11:30a.m

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

## **2.16 Marking and Mailing of Tenders**

2.16.1 Tenders must be received by the University at the address no later than the date and time specified in the invitation on the front page. Any tender received after the deadline for submission of the bids will be rejected and returned unopened to the Tenderer.

2.16.2 Tenders received prior to the time of opening will be securely kept unopened.

2.16.3 Modifications submitted and received prior to the closing time will be considered as part of the tender.

2.16.4 The University may, at its discretion, extend the deadline for submission of tenders. In such a case, all rights and obligations of the University and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.17 Corrections**

2.17.1 Erasures or other changes in the bid must be explained or noted over the signature of the bidder and communicated before the day fixed for opening.

## **2.18 Public Opening of Tenders**

2.18.1 Tenderers or their authorized representatives may attend the public opening on the date advised at the university boardroom.

2.18.2 The Tenderers’ representatives who are available shall sign a register evidencing their attendance.



2.18.3 Tenderer's name, modifications or withdrawals and any other relevant information as may be considered appropriate will be announced at the opening.

2.18.4 Minutes of the tender opening will be prepared by the University for Future Reference.

2.18.5 Withdrawn tenders will be returned unopened to the tenderers.

## **2.19 Errors in The Tender**

2.19.1 Arithmetical errors will be rectified, without disqualifying the bid, if the bidder accepts the corrections. The unit of the original Bid shall be prevailing.

## **2.20 Withdrawal of Tenders**

2.20.1 Bids may be withdrawn on written request received from the Bidder prior to the time fixed for opening. Negligence of the Bidder in preparing the bid confers no right to withdrawal of the Bid after it has been opened.

## **2.21 Rejection of Tenders**

2.21.1 The University reserves the right to reject any bid at any time during the ongoing evaluation, which does not substantially respond and conform to all terms, conditions and technical specification of the bidding Document.

2.21.2 The University reserves the right to reject any Bid, which fails to present fundamental documentation as requested in the in the bidding Document and therefore appear inadequate. The University reserves the right to reject any Bid from a company previously failed to perform properly contracts of similar nature or did not complete on time.

## **2.22 Origin of Products**

2.22.1 Products quoted must be of known origin. Disclosure of country origin of products is normally a requirement during drug registration. In this case, products quoted must be registered with the relevant authorities. Bidders for pharmaceuticals shall provide a copy of Drug Registration for newly registered products and a current retention certificates for products that have been in the country for longer than a year.

## **2.23 Award of Contract**

2.23.1 The determination to award the Contract to a successful Bidder will prior to the price be based on technical, quality assurance system and production capabilities, furthermore experience and credibility of the bidder as well as the controlling authorities.

2.23.2 The University will notify the successful Tenderers in writing.

## **SECTION III GENERAL CONDITIONS OF THE CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for full and proper performance of its contractual obligations.
- c) “The Goods” means all drugs and medical supplies, which the tenderer is required to supply to the Procuring entity under the Contract.
- d) “The Procuring entity or The University” means Jomo Kenyatta University of Agriculture and Technology.
- e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for procurement drugs and medical supplies.

### **3.3 Country of Origin**

3.3.1 For the purpose of this clause, “Origin” means the place where the Goods were produced.

3.3.2 The origin of Goods is distinct from the nationality of the tenderer.

### **3.4 Standards**

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Indemnification**

- 3.5.1 The Vendors shall indemnify and protect the Procuring entity against any claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damages to property, caused by the fault or negligence of the Vendor.
- 3.5.2 The Vender warrants that that the goods offered, for sale under the contract do not infringe any patent, trade-name, or trade-mark.
- 3.5.3 In addition, the Vender shall indemnify, defend and protect the Procuring entity from any actions or claims brought against it pertaining to alleged infringement of a patent, design, trades name or trade-mark arising from the contract.

### **3.6 Inspection and Tests**

- 3.6.1 The Procuring or its representative shall have full access to the facilities of the supplier at all reasonable times to appraise the production, warehousing, testing, and packaging of the material, and shall provide reasonable assistance to the University or its representative for such appraisal. That includes also copies any relevant test results or Quality Control protocols that may be necessary.
- 3.6.2 Should any inspected or tested Goods fail to conform to the Technical Specification, the University may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the special requirements free of cost to the University.

### **3.7 Delivery and Documents**

- 3.7.1 Delivery of the goods shall be made by the tenderers in accordance with the terms specified by the University in schedule of requirements and special conditions

### **3.8 Warranty**

- 3.8.1 The Supplier warrants that all Goods supplied under the Contract will fully comply in all respects with the Technical Specification and with the conditions laid down in the Contract. In the event any of the Goods are recalled, the Supplier will notify the University within fourteen (14) days and promptly replace the items covered by the recall at its own cost.
- 3.8.2 The University shall have the right to make claims under the above warranty for the entire period of specified shelf life of each item respectively.

### **3.9 Payment**

- 3.9.1 Payments shall promptly be made by the University within ninety (90) days of submission of an invoice by the Supplier.

### **3.10 Price and Currency**

- 3.10.1 Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 3.10.2 The currency of payment will be Kenya Shillings

### **3.11 Termination For Default**

- 3.11.1 The university may, without prejudice to any other corrective measures for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part :
- a) If the Supplier fails to deliver any or all the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the University.
  - b) If the Supplier fails to replace promptly any Goods rejected when submitted for testing or subject to recall by the applicable regulatory authority in the country of manufacture due unacceptable quality or reports of adverse drug reactions after giving prompt notice of the recall;
  - c) If the Suppliers fails to perform any other obligation under the Contract.
- In the event that the University terminates the Contract in whole or in part pursuant to the paragraph above, the University may procure, upon such terms and in manner as it deems appropriate, Goods similar to those undelivered,

and the Supplier shall be liable to the University for any excess costs for such similar Goods. If the Supplier fails to reimburse the University for such excess costs within reasonable period, the University may have recourse to the performance security. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **3.12 Force Majeure**

- 3.12.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 3.12.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the University in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.12.3 If a Force Majeure situation arises, the Supplier shall promptly notify the University in writing of such condition and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.13 Resolution Of Disputes**

- 3.13.1 The University and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract.
- 3.13.2 If, after thirty (30) days from the commencement of such informal negotiations, the University and the Supplier have been unable to resolve amicably a Contract

dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below:

- a) In case of a dispute between the University and a Supplier of the country of Kenya, the dispute shall be referred for adjudication/arbitration in accordance to the Public Procurement and Disposal Act No.3 of 2005; and
- b) In the case of a dispute between the University and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNICITRAL Arbitration Rules.

### **3.14 Applicable Law**

- 3.14.1 The Contract shall be interpreted in accordance with the “Public Procurement and Disposal Act No.3 of 2005.”

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are indented to assist the procuring entity in providing contra-specific information in relation to corresponding clauses in the General Conditions of Contract.

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract.

Whenever there is conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract relates to the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7	<i>Indicate particulars of performance security</i>
3.10	<i>Indicate terms of payment</i>
3.14	<i>Indicate resolution of disputes</i>

*(Complete as necessary)*

## **SECTION V - TECHNICAL SPECIFICATIONS AND SPECIFIC INSTRUCTION TO BIDDERS**

### **5.1 GENERAL**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, catalogues, etc for the products they indent to supply.
- 5.1.2 Samples need not be submitted with this tender. If required, the University's Tender Evaluation Committee shall request for free of charge samples at the tender evaluation stage.

### **5.2 PARTICULARS**

#### **5.2.1 Quantities**

- 5.2.1.1 Quantities referred to are only estimates of the University's requirements for one year.

#### **5.2.2 Manufacturers Authorization**

- 5.2.2.1 The Tenderer shall furnish copies of all certificates and documents issued by the proper National Authorities, that the Manufacturer of the Drugs and Medical Supplies proposed is authorized to manufacture and sell these products.

#### **5.2.3 Appraisal**

- 5.2.3.1 Placement of orders with a company, which is not known by the University or is not well recognized by the international community, will require that the company to provide evidence of certification by an internationally recognized authority (e.g. FDA or similar, as approved by the University) or be subject, at the Tendersr's expense, to inspection by a competent authority designated by the University in conjunction with the Pharmacy and Poison Board.



#### 5.2.4 **Standards**

5.2.4.1 Any pharmaceutical product offered must have been manufactured in conformity with the latest edition of British, International, United States, French or European Pharmacopoeia. If the product is not included in the specified compendia, the Tenderer upon being awarded the order, must provide standards and testing protocols to allow Quality Control.

5.2.4.2 Any offered product must have been manufactured in accordance with Good Manufacturing Practices (GMP) standards established by the World Health Organization.

5.2.4.3 All pharmaceutical products must:

- a) Meet the requirements of manufacturing legislation and regulation of pharmaceutical and medical products in the country of origin;
- b) Conform to the specifications contained herein; and
- c) Be certified by a competent authority in the manufacturer's country according to resolution WHA28.65 and WHA 41.18 of the World Health Organization "WHO Certification Scheme on the Quality of Pharmaceutical Products Moving in International Commerce".
- d) Indicate the dates of manufacture and expiry.
- e) Arrive at the University Drug Store with a remaining shelf life of at least 50% of the total stipulated shelf life at the time of manufacture.
- f) On request, make available samples and studies showing bioavailability and stability, especially stability under conditions of high temperature and humidity.
- g) Prove the quality of packaging and the appearance of labels through representative samples on request.

#### 5.2.5 **Product Information**

5.2.5.1 The following information will be required, when applicable, for each product offered by the Tenderer:

- Generic name or INN (International Non-proprietary Name)

- Presentation, strength, quantity in each container
- Country of origin, name and address of the Manufacturer
- Pharmacopoeia or other applicable compendia standards
- Proper documentation of Quality Assurance
- Shelf life
- Type of container

5.2.5.2 Failure to include any of this information may, at the desecration of the University, disqualify the bid.

### 5.2.6 **Labeling**

5.2.6.1 The language of the labels should strictly be English.

5.2.6.2 The label for each pharmaceutical product shall meet the W210 GMP standard and include:

- The INN or generic name prominently displayed
- The active ingredients per unit, dose, tablet or capsule, etc. (strength & presentation)
- The applicable pharmacopoeia standard
- Content per container
- Instructions for use
- Special storage requirements
- Batch number
- Date of manufacture and date of expiry
- Name and address of Manufacturer
- Country of origin
- “Keep out of reach of children”
- The outer carton should also display the above information.

### 5.2.7 **Pharmaceutical Packing**

5.2.7.1 Containers for Pharmaceuticals must conform with any of the latest of the internationally recognized Pharmacopoeia Standards, such as British, United States or European.

5.2.7.2 The size of the container should be appropriate to its content, with addition of appropriate padding to prevent damage to the product during transport.

5.2.7.3 Containers should be temper-proof.

5.2.7.4 Ampoules should be one ended and should be auto breakable.

## 5.2.8 **Packing of Goods**

5.2.8.1 The vendors shall ensure that the packing of goods is according to appropriate commercial standards and adequate to protect the products during transport.

## 5.2.9 **Storage Under Transport**

5.2.9.1 Heat sensitive products requiring cool storage shall be delivered in cool boxes at manufacturer's recommended storage conditions.

## SECTION VI - SCHEDULE OF REQUIREMENTS

## Transportation and Delivery

No	Description	Delivery Schedule	Other conditions
i.	Drugs	Within 7 days after receipt of LPO	<ul style="list-style-type: none"> <li>• Should be in good condition</li> <li>• should have at least 50% remaining shelf life</li> </ul>
ii.	Emergency drugs (life saving drugs)	Within 48 hours after receipt of LPO	<ul style="list-style-type: none"> <li>• Should be in good condition</li> <li>• should have at least 50% remaining shelf life</li> </ul>
iii.	Vaccines and other drugs requiring cold storage	Within four hours from the time of dispatch.	<ul style="list-style-type: none"> <li>• Should be in good condition</li> <li>• should have at least 50% remaining shelf life</li> <li>• should be transported in cool box</li> </ul>

**6.1 Commencement of Tender Performance**

6.1.1 Tenders take effect immediately after award of contracts unless otherwise stated.

**6.2 Orders /LPO**

6.2.1 Orders or LPOs shall be generated as per demand and order quantities will be spread over the tender period.

**6.3 Documentation on Delivery**

6.3.1 Delivery note,

6.3.2 Invoice,

6.3.3 A Credit Note for Goods or a Letter of explanation for Goods not supplied.

**TENDER SPECIFICATION FOR LABORATORY REAGENT ARE SHOWN BELO**

**MEDICAL LABORATORY EQUIPMENT AND CONSUMABLE BID SCHEDULE**

**2016-2017 YEAR TENDER ITEM'S LIST**

SNO.	ITEM				BIDDER PRESENTATION		
	NAME	DESCRIPTION	PREFERED PRESENTATION	ANNUAL APPR. ESTIMATE	BRAND NAME	UNIT PACK	UNIT PRICE (KSH S.)
<b>List of Medical Laboratory Equipment Requirements according to Priority (staring with the most needed)</b>							
i. The Technical Evaluators may require to visit the firm or places of references where the said equipment are being used							
ii. The qualified supplier will include: 1. the starter pack for use with the machine upon procurement; 2. Perform induction training of the Technologists 3. Walk them to muster the operation, maintenance, control and calibration then 4. hand over all the operation and ownership rights							
iii. The University will then start the process of payment of the said machine while the supplier continue they mastery guidance on use for up to six months as need arise							
1.	PRINTER, POTABLE (small for lab machines)	Print/Copy/Scan	Pc	3			
2.	AUTOCLAVE, Potable	UK, US, German or Italy made	20-40 L Capacity	1			
3.	INCINERATOR, Potable	..... ".... For biological lab wastes and sharps	(1X1X1)" by Vol.	1			
4.	DEIONIZER, Potable		pc	1			
5.	GENE EXPERT, TB diagnosis		pc	1			
6.	HIGH CHAIR, Adjustable	For microscopy work station	pc	4			
7.	PHLEBOTOMY CHAIR, Standard	For patients	pc	1			
8.	ANALYTICAL BALANCE, Electrical	0.01 T0 600g Sensitivity, 6pan size with built in drought shield	pc	1			
9.	ELECTROLYTE ANALYZER,	Na+, K+, Cl-, Li+, Mg_ Analysis	pc	1			
10.	OLYMPUS MICROSCOPE, Electronic, Lued illumination	X4, x10, x20, x40, x100 Objectives	pc	1			
11.	HAEMALOGY ANALYZER, 5 Part Differentiation	Complete with accessories and a printer	pc	1			
12.	CHEMISTRY ANALYZER, Comprehensive	For all chemistry analysis	pc	1			
<b>SERVICE, MAINTAINANCE AND REPAIR OF LABORATORY MACHINES; Equipments</b>							

1.	HAEMATOLOGY ANALYZER, 5 PART, BS 5300	Mindray	Pc	1			
2.	CHEMISTRY ANALYZER, BS 120	Mindray	Pc	1			
3.	Electrolyte Analyzer	Roche'	pc	1			
4.	<b>Biosafety Cabinet,</b>		pc	<b>1</b>			
5.	Chemistry Analyzer	Humalyzer 2000, Human	pc	1			
6.	Cd4 Machine	Partec	Pc	1			
<b>LIST OF REAGENTS AND APPARATUS; Consumables</b>							
1.	ANTI – A	Monoclonal	10ml	8			
2.	ANTI - B	Monoclonal	10ml	8			
3.	ANTI -D	Polyclonal (IgG/IgM)	10ml	8			
4.	ANTI-HUMAN GLOBULIN	Antisera	10ml	2			
5.	BOVINE ALBUMIN	Antisera	10ml	1			
6.	SALMONELLA TYPHI ANTIGEN CARD TEST	Fecal Antisera	100T	50			
7.	PREGNANCY TEST KIT 200 IU/L	Direct (Anti HCG)	50T	8			
8.	HCG RAPID TEST STRIPS	Direct	25t	8			
9.	PAP SMEAR SAMPLING KIT	Pack	25t	3			
10.	VDRL LATEX KIT	Direct	100t	40			
11.	HCV CARD TEST		100t	4			
12.	HAV CARD TEST		100t	4			
13.	HEV CARD TEST		50t	2			
14.	HBSAG. VIRUS CARD TEST	PACK	50T	6			
15.	THYROID FUNCTION CARD TESTS: • T3 • T4 • T	PACK	25TX3	3			

16.	HBSAG LATEX TEST	AG. TEST	50T	6			
17.	BRUCELLA ABORTUS KIT		5MLS	3			
18.	BRUCELLA MELITENSIS KIT		5MLS	3			
19.	ADENO ROTA AG. CARD		25t	2			
20.	MULTISTIX SG 10	Cumber 10	100T	20			
21.	CONTOUR TS GLUCOSE STRIPS		50T	100			
21.	RF TEST KIT	VIAL	5ml	10			
23.	H.PYLORI DIAGNOSTIC AG. TEST KIT	Cassette	20T	50			
24.	GIEMSA STAIN	POWDER	25G	6			
25.	CARBOL FUCHSIN STAIN	POWDER	25G	5			
26.	GIEMSA STAIN	Stock Solution	500ml	4			
27.	PHENOL CRYSTALS		500g	3			
28.	METHYLENE BLUE	POWDER	25G	20			
29.	ABSOLUTE ALCOHOL	AR	2.5L	3			
30.	GLYCEROL		2.5L	3			
31.	SODIUM METABISULPHITE	Salt	500g	1			
32.	BUFFER TABLETS	pH 6.8	50's	1			
33.	LUGOL'S IODINE	Solution	500ml	2			
34.	GRAM'S IODINE	Solution	500ml	2			
35.	ACETONE		2.5L	2			
36.	XYLENE		2.5L	2			
37.	IMPROVED NEUBAUER CHAMBER	Pc	Pc	5			
38.	MICROPIPETTE	20-20ul	PC	2			
39.	MICRO PIPETTE	500UL	PC	2			
40.	MICRO PIPETTE	100-1000ul	PCPC	2			
41.	MICRO PIPETTE	10ul	PC	2			
42.	MICRO PIPETTE	20ul	PC	2			
43.	API E 20 KIT		10's	5			
44.	WALL THERMOMETERS		Pc	5			
45.	FRIDGE THERMOMETERS		Pc	4			
46.	WATER BATH THERMOMETERS		Pc	2			



47.	SENSITIVITY MULTI DISCS	NH 1	8 Drugs Ring X 1000's	2 Each			
48.	SENSITIVITY MULTI DISCS	NH 2					
49.	SENSITIVITY MULTI DISCS	NH3					
50.	SENSITIVITY MULTI DISCS	NH4					
51.	MICROSCOPE SLIDES	Plain (22x22mm)	100's	10			
52.	MICROSCOPE SLIDES	Frosted (22x22mm)	100's	10			
53.	IMMERSION OIL		100ml	10			
54.	EASY POT 60ML	Plastic With Spoon	1000's	2			
55.	UNIVERSAL BOTTLE	Autoclavable	144's	5			
56.	BIJOU BOTTLES	Autoclavable	144's	2			
57.	SPUTUM MUGS WITH SCREW CAP	Plastic	100's	6			
58.	PLASTIC URINE COLLECTION PACK	For Infants	100's	3			
59.	STERILE SERUM SWABS	Single Use	100's	5			
60.	ALKALINE PHOSPHATASE KIT	Mindray	17mls				
61.	BILIRUBIN TOTAL & DIRECT TEST KIT	Mindray	D 100ml T 100ml				
62.	40% FORMALDEHYDE SOLUTION	Saturated	2.5l	6			
63.	TRIGLYCERIDE KIT	Mindray	160ml				
64.	CHOLESTEROL LIQUICOLOR	Mindray	160ML	20			
65.	GAMMA GT LIQUICOLOUR	Mindray	176 ML	20			
66.	GOT/ASAT IFCC MOD.LIQUIUV	Mindray	176ML	20			
67.	CREATININE LIQUICOLOUR DIRECT KIT	Mindray	210ml	20			
68.	UREA LIQUICOLOUR COMPLETE	Mindray	176ml	24			
69.	ALBUMIN KIT	Mindray	160 MI	6			
70.	TOTAL PROTEIN LIQUICOLOUR	Mindray	160ml	6			
71.	URIC ACID LIQUICOLOUR	Mindray	200ml	6			
72.	HUMATROL N CONTROL SERA	Human	1x5ml	24			
73.	HUMATEX RF & TEST KITS	Mindray	Kit				

74.	YELLOW PIPETTE TIPS	5-200ml Ability	1000's	3			
75.	BLUE PIPETTE TIPS	200-1000ml "	1000's	3			
76.	VACUTAINER- PURPLE TOP	EDTA	50's	30			
77.	VACUTAINER RED TOP	Clot Activater	50's	70			
78.	POLYSTYRENE TEST TUBES	10mls	144'S	8			
79.	CONTACT ACTIVATED LANCET	BD	1000's	8			
80.	TEST TUBES, PYREX, CORKED	24x150 Mm	144's	10			
81.	FORCEPS, STAINLESS STEEL	Pc	Pc	6			
82.	WIRE BASKETS (1 X 1 X 1)"	Galvanised	Pc	6			
83.	HEAVY DUTY GLOVES	12's	Pkt	5			
84.	ASBESTOS GLOVES	12's	Pkt	5			
85.	BLANKET	Asbestos	Pc	2			
86.	MEDICAL WASTE BINS,	Black, Yellow & Red {10L. capacity}	pc	3x3			
87.	ESR TUBES	Winthrobe	Pc	20			
88.	ESR TUBES	Westergreen	Pc	20			
89.	TEST TUBES 10ML	Polystyrene	144's	8			
90.	TEST TUBES 24X150 WITH CORK	Pyrex	144's	8			
91.	CENTRIFUGE TUBES WITH CAP	Plastic	100's	5			
92.	FORCEPS	Stainless	Pc	5			
93.	COUPLING JAR	Glass	Pc	10			
94.	LENS CLEANING TISSUE	Wattman's	Pc	8			
95.	SHARPS CONTAINER, CARDBOARD	WHO Colour Coded	PC	200			
96.	HB METER	Haemometer	Pc	4			
97.	PSA TEST KIT	Mindray/Mispa	Kit	5			
98.	HB1C TEST KIT COMPLETE WITH CUVETTE ACCESSORIES'	Mispa	Kit	10			
99.	GLUCOSE TEST KIT	Mindray	Kit	6			

100.	MICRO TITRE PIPETTE	1ML	PC	5			
101.	ELECTROLYTE MACHINE ELECTRODES • NA <sup>+</sup> • CL <sup>-</sup> • K <sup>+</sup>	ROCHE	Pc X 3	2x3			
102.	PROSTATE SURFACE ANTIGEN CARD/STRIP	Test Kit	Kit	4			
103.	THERMAL PRINTER PAPERS	AVL 9180	Pkt				
104.	ELECTRODE CONDITIONER SOLUTION	AVL 9180	100ml	4			
105.	CLEANING SOLUTION	AVL 9180	100ml	4			
106.	ELECTROLYTE CONTROL TRI-LEVEL	AVL 9180	5X2X3	4			
107.	CHEMISTRY ANALYZER COMPLETE WITH NECESSARY ACCESSORIES INCLUDING PRINTER	Starter Kit A Must		1			
108.	DIGITAL PT EXTERNAL QUALITY CONTROL	3 Cycles For Haematology And Chemistry	Quarterly	2x3 Cycles			
109.	HAEMATOLOGY DILUENT	BS 5300	20L'S	20			
110.	M- LH LYSE	Mindray	1l	15			
111.	M LEO I LYSE	Mindray	1l	15			
112.	M LEO II LYSE	Mindray	1l	10			
113.	M CLEANSER		1l	6			
114.	M PROBE CLEANSER		Soln.	6			
115.	ITEM 124						
116.	ISE FLUID PACK		350ml	12			
117.	PHOSPHATE BUFFER	Tablets	50's	3			
118.	OIL IMMERSION		100ml	20			
119.	NUTRIENT AGAR	Powder	500g	2			
120.	HYDROGEN PEROXIDE	Liquid	1l	3			
121.	TRIPTONE BROTH	Powder	500g	2			
122.	UREA BROTH	Powder	500g	2			
123.	LACTOSE BROTH	Powder	500g	2			
124.							

125.	CHOLERA RAPID ANTIGEN TEST	Card/Strips	20's	1000			
126.	MALARIA RAPID ANTIGEN TEST	Card/Strips	50's	10			
127.	GLUCOSE DETERMINATION TEST	Kit		6			
128.	THYROID FUNCTION TEST	Card & Strips		6			
129.	AUTOCLAVE TAPE 3/4"		Roll	5			
130.	POTASSIUM IODIDE		25g Bottle	5			
131.	FIELDS STAIN A POWDER		25g Bottle	4			
132.	FIELDS STAIN B POWDER		25g Bottle	4			
133.	AMYLASE (MINDRAY)		Kit	2			
134.	C-REACTIVE PROTEIN (MINDRAY)		Kit	4			
135.	HDL-C ( HDL-SELECT METHOD)		Kit	4			
136.	LDL-C (LDL-C SELECT METHOD)		Kit	4			
137.	LIPIDS CONTROL N (MINDRAY)		Kit	24			
138.	LIPIDS CALIBRATOR (MINDRAY)		Kit	24			
139.	BS 120 DISPOSABLE CUVETTES		1000's	6			
140.	MULTI CONTROL SERA N (MINDRAY)		Kit	24			
141.	DECONTAMINATION LIQUID		250mls Bottle	1			
142.	CLEANING SOLUTION		250mls Bottle	1			
143.	GLASS REAGENT BOTTLES		250ml Capacity	12			
144.	GLASS REAGENT BOTTLES		500ml Capacity	12			
145.	GLASS TEST TUBES 75X12MM		144pc	2			
146.	RACKS FOR 75X12MM TUBES		Pcs	5			
147.	RUBBER TEATS FOR		100 Pcs Pkt	4			

	PASTEUR PIPETTES					
148.	BEAKER	Polystyrene	100ml Pc	10		
149.	BEAKER	Pyrex	250ml Pc	10		
150.	HARRIS HAEMATOXYLIN POWDER		25gms Bottle	5		
151.	OG 6 CERTIFIED		25gms Bottle	5		
152.	EOSIN YELLOW WATER SOLUBLE CERTIFIED		25gms Bottle	5		
153.	LIGHT GREEN SF YELLOWISH CERTIFIED		25gms Bottle	5		
154.	PHLOXINE B CERTIFIED		25gms Bottle	5		
155.	BLOOD GIVING SET		Pcs	100		
156.	PHOSPHOTUNGSTIC ACID PURE		100gms Bottle	2		
157.	ALUMINIUM AMMONIUM SULPHATE		Ar 500gms Bottle	4		
158.	SODIUM IODATE EXTRA PURE		2.5l	3		
169.	XYLENE EXTRA PURE 10L		2.5 L Bottle	4		
160.	SCOTTS TAP WATER (BLUING AGENT)		2.5L Bottle	10		
161.	HCL		2.5l Bottle	5		
162.	DPX		500ml Bottle	5		
163.	MALACHITE GREEN		25gms Bottle	10		
164.	COPLIN JARS		Plastic Pc	10 Pcs		
165.	GLASS STAINING JARS WITH LID		(20 Slide Carrier) Pc	30 Pcs		
166.	SLIDE CARRIER		20 Slides Capacity Carrier Stainless Steel Pc	5		
167.	COVER GLASS SLIPS (22X30MM)		Pkt	30		
168.	DIAMOND GLASS MARKING PENCIL		Pcs	5		
169.	SLIDE HOLDERS (FOR STORING UNSCREENED SLIDES)		Wooden	4		
170.	SLIDE HOLDER (USED DURING STAINING)		Metal Pc	5		

171.	STOP WATCH		Pcs	4			
172.	FILTER PAPER		Whatmann No. 1	5 Sheets			
173.	SLIDE CABINET FOR ARCHIVAL OF EXAMINED SLIDES FOR FUTURE REFERENCE		Pc	3			
174.	C- REACTIVE PROTEIN CALIBRATOR (MINDRAY)		5 Mls.	3			
175.	CLEANING DETERGENT BS 120 (MINDRAY)		1lt	4			
176.	HYDROGEN PEROXIDE		1lt	1			
177.	HEPATITIS A DIAGNOSTIC RAPID STRIPS		25'S	10			
178.	GLUCOMETER STRIPS		50's	50			
179.	IODINE		25gm	5			
180.	COMPLETE ANTI D		2MLS	3			
181.	CUVETTES (BS 120 MINDRAY)		1000's	5			
182.	DETERMINE HIV TESTING KIT		100'S	100			
183.	DISPOSABLE PASTEUR PIPETTES	plastic	100's	10			
184.	KOVAC'S REAGENT		KIT	4			
185.	MR-VP MEDIUM	Media	500g	1			
186.	DURHAM FERMENTATION TUBE	Pc	100's	5			
187.	NITRATE BROTH	Media	500g	1			
188.	METHYL RED INDICATOR		100ml	2			
189.	BARRITT'S SOLUTIONS: VP TEST • A : ALPHA NAPHTHOL • B: KOH		100ml 2.5L	3 1			
190.	NITRATE TEST REAGENTS: • A: SULFANILIC ACID • B: DI METHYL		• 2.5L  • 2.5L	1  1			

	ALPHA NALPHTHYLAMIN E • ZINK DUST		• 100g	1			
191.	KLIGERS IRON AGAR		500g	1			
192.	SIMMONS / KOSER'S CITRATE AGAR		500g	1			
193.	PHENYLALANINE AGAR		500g	1			
194.	LITMUS MILK		kit	1			
195.	NUTRIENT BROTH		500g	1			
196.	FERRIC CHLORIDE	Salt	200g	1			
197.	ADHESSIVE STICKERS	Label	Roll/pc	20			
198.	MARKER PEN	Blue & Black	12's	5			
199.	CONTOUR GLUCOSE STRIPS		50'S	100			
200.	MACCKONKEY AGAR WITHOUT SALT	MEDIA	500G	2			
201.	MACKONKEY AGAR WITH SALT	MEDIA	500G	2			
202.	PETRI DISHES; STERILE SINGLE USE	DISPOSABLE	100'S	20			
203.	PETRI DISHES	AUTOCLAVABLE	500G	2			
204.	MUELLER HINTON AGAR II	POWDER	500G	2			
205.	Sensitivity Test Agar	POWDER	500G	2			
206.	Sabouraud Dextrose Agar	POWDER	500G	2			
207.	DCA AGER	POWDER	500G	2			
208.	UREA BROTH	POWDER	500G	2			
209.	SELENITE F	POWDER	500G	2			
210.	TSI MEDIA	POWDER	500G	2			
211.	PEPTONE WATER MEDIA	POWDER	500G	2			
212.	BLOOD AGAR BASE	POWDER	500G	2			
213.	API E KIT	IDENTIFICATION OF ENTEROBACTERIACEA	20'S	10			
214.	APPLICATOR STICKS		1000'S	5			
215.	IODINE POWDER		25G	5			
216.	LEISHMAN'S STAIN	POWDER	25G	6			

217.	CLED	AGAR	500G	2			
218.	LYSOL CONC.		5L	5			

## NOTE:

Mandatory statutory requirement for the Laboratory Supply firms include:

- Current updated registration by the KMLTTB Trade Certification
- Current updated registration of at least one Director by the KMLTTB Certification
- Other requirements as stated in the Hospital supplies tender doc.



## **SECTION VIII –STANDARD FORMS**

### **Notes on the sample Forms**

- 1 Form of Tender – The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.
- 2 Confidential Business Questionnaire Form – This must be completed by the tenderer and submitted with the tender documents.
- 3 Contract Form – The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 4 Manufacturers Authorization Form – This form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: Jomo Kenyatta University of Agriculture and Technology

P O Box 62000 - 00200 NAIROBI –KENYA

Gentlemen and /or Ladies:

1 Having examined the tender documents including Addenda

Nos.....[insert numbers]. The receipt of which of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver  
(.....(insert description of Goods ) in conformity with the said tender documents at the prices shown in the Schedule of Price attached herewith and made part of this Tender.

2 We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3 If our Tender is accepted, we will obtain the guarantee of bank in a sum of equivalent to.....percent of the Contract price for due performance of the Contract, in form prescribed by Jomo Kenyatta University of Agriculture and Technology if so required.

4 We agree to abide by this Tender for a period of .....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5 This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6 We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this.....day of.....20.....

.....

[signature] Duly authorized to sign tender for and on behalf of .....

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

**1 Business information**

Name of company :.....

Year of establishment :.....

Location of the Premises :.....Plot No:.....

Street/Road :.....

**2 Postal Address** :.....

Telephone Number :.....

Mobile Lines :.....

Fax :.....

Email :.....

**3 Form of company**

Individual

Partnership

Corporation

Other Specify

**4 Capital value of the company (specify currency)**

a) Authorized Capital :.....

b) Paid up Capital :.....

c) Administrative :.....

**5. Current List of Directors**

Name	Shares	Nationality	Citizenship Details

If a Kenyan citizen , indicate under “Citizenship Details” whether by birth, Naturalization or registration.

**5.1 Employees**

Total :	
Management	
Delivery staff	
Sales	
Administrative	
Other (specify)	

**5.2 Type of activity carried out by the company**

**Manufacturer**

**Distributor**

**Wholesaler**

Branded products

Branded products

Branded products

Generic products

Generic products

Generic products

Laboratory

Laboratory reagents

Laboratory reagents

reagents

Other product

Other product

Other product

(Specify)

(Specify)

(Specify)

*(Please attach manufacturers authorization for products allowed to deal with).*

## **6. Mandatory Documents**

Please attach on your Bid photocopies of the following Mandatory documents

- i. Certificate of Incorporation
- ii. VAT Compliance Certificate
- iii. Current CR 12 Form certified for this year
- iv. Taxpayers Registration Certificate
- v. Current updated registration by the KMLTTB Trade Certification
- vi. Current updated registration of at least one Director by the KMLTTB Certification
- vii. Wholesale Dealers License
- viii. Superintend Practice License
- ix. Manufacturers Authorization Form
- x. At least three (3) Recommendation Certificate from your Customers

**7. Annual sales turnover in the previous three years. Split export and domestic sales**

Annual turnover	Domestic sales	Exports	Year

*(Please attach audited accounts for the last three (3) years)*

**8. State the maximum value of business that you can handle at any one time : Ksh .....**

**9. Payment Terms**

Do you supply goods on credit ?

Yes

No

If yes, how many days can you allow your goods on credit ?

120 days

90 days

60 days

30 days

None

Candidate Signature & Stamp ;..... Date: .....

**TENDER SECURITY FORM**

Whereas..... *[name of the tenderer]*

(hereinafter called "the tenderer") has submitted its tender dated.....*[date of submission of tender]* for supply and delivery Drug and Medical Supplies (hereinafter called "the Tender").....KNOW ALL PEOPLE by these presents that WE.....of .....having our registered office at .....(hereinafter called "the Bank"), are bound unto Jomo Kenyatta University of Agriculture and Technology (hereinafter called "the Procuring entity") in the sum of .....for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of .....20.....

THE CONDITIONS of this obligation are:-

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

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

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

*[signature of the bank].....*

*(amend accordingly if provided by Insurance Company*

**CONTRACT FORM**

THIS AGREEMENT made the .....day of .....20..... between Jomo Kenyatta University of Agriculture and Technology (hereinafter called “the Procuring entity) of the one part and ..... *[name of tenderer]* of .....*[city and country of tender]* (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods and has accepted a tender by the tenderer for the supply of those goods at quoted price (hereinafter called “the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to then in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - a) The Tender Form and the Price Schedule submitted by the tenderer
  - b) The Schedule of Requirements
  - c) The Technical Specifications
  - d) The General Conditions of Contract
  - e) The Special Conditions of contract; and
  - f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.



4. The Jomo Kenyatta University hereby consents to pay the tenderer in consideration of the provisions of goods and remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by .....the .....(for the Procuring entity)

Signed, sealed, delivered by .....the .....(for the Tenderer in the presence of

.....