TENDER FOR SUPPLY AND DELIVERY OF MEDICAL; DRUGS, DEVICES, EQUIPMENT AND DRESSING MATERIALS.

Ref: No; Jkuat/ 6(a)/2018 – 2019

SUBCATEGORIES
(i) Medical Drugs (Pharmaceuticals)  (iv) Medical Imaging Consumables
(ii) Non-Pharmaceuticals  (v) Medical Equipment
(iii) Dental Consumables

TENDERER’S NAME: …………………………………………………………………………………

Official Stamp:

Financial year 2018-2019
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SECTION I: INVITATION TO TENDER

DATE ____________________________

TENDER REF. NO: JUUAT/ 6(a)/2018-2019

TENDER NAME: TENDER FOR SUPPLY AND DELIVERY OF MEDICAL DRUGS, AND DEVICES

Dear Sir/ Madam,

The Jomo Kenyatta University of Agriculture and Technology (JKUAT) invite sealed bids from eligible candidates for Supply and delivery Medical Drugs, and Devices (Pharmaceuticals and Non-pharmaceuticals, Medical Imaging supplies and Dental Health supplies).

1.1 Interested candidates may obtain further information from and inspect the tender documents at JKUAT, Procurement Department Juja, Main Campus at the procurement during working hours.

1.2 A complete set of tender documents may be obtained by interested candidates free of charge from JKUAT website (www.jkuat.ac.ke) OR Procurement Department JKUAT upon payment of a non-refundable fee of Ksh: 1000/= in cash or banker’s cheque payable to JKUAT.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and deposited in Tender Box at Procurement Department or be addressed to:

   The Vice Chancellor
   JKUAT
   P.O. Box 62000-00200 – City Square
   NAIROBI

   so as to be received on or before 9th April, 2018 11.30 a.m.

1.4 Tenders received after the closing date and time will not be considered.

1.5 Prices quoted should be: net, inclusive of all taxes and delivery, must be in Kenya Shillings and shall remain valid for 90 days from closing date of the tender.

1.6 Tenders will be opened immediately thereafter. Tenderers, who wish to attend the opening of the tenders, when names of the tenderers will be read out, may do so.
# SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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 the Schedule of Requirements to be provided after tender award.

2.1.2 Jkuat employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Jkuat 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 the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 Content of the Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers:

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of Requirements and Price Schedule
(vi) Tender Form
(vii) Contract Form
(viii) Tender Security Form
(ix) Performance Security Form
(x) Mandatory Confidential Business Questionnaire
(xi) Oaths and Statutory Declaration Form
(xii) Manufacturer’s Authorization Form

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 documents or to submit a tender not substantially responsive to the tender
documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by post at University's address indicated in the Invitation to Tender. The University will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the University. Written copies of the University's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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 a 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 amendment 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 amendment 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 prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the University, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:-

(a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) Tender security furnished in accordance with paragraph 2.14

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, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit price of each item, it proposes to supply under the contract
2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the University Drug Store.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies
2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications
2.12.2 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 is accepted.

2.12.3 The documentary evidence of the tenderer’s eligibility to tender shall establish to the University’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.4 The documentary evidence of the tenderer’s qualifications to perform the contract if its tender is accepted shall be established to the University’s satisfaction that:

(a) 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) the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, 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 goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of a:

(a) detailed description of the essential technical and performance characteristic of the goods;

(b) list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Jomo Kenyatta University of Agriculture and Technology; and
(c) Clause-by-clause commentary on Jkuat’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the University in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the University's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the University and valid for thirty (30) days beyond the validity of the tender.
2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the University as non responsive, pursuant to paragraph 2.22.

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the University.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the University on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:
   (i) to sign the contract in accordance with paragraph 2.27 or
   (ii) to furnish performance security in accordance with paragraph 2.28.

2.15: Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the University as non responsive.

2.15.2 In exceptional circumstances, the university may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereeto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender.
security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.16.4 All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to Jomo Kenyatta University of Agriculture and Technology 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 9th April 2018 at 11:30 a.m.

2.17.3 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”.

2.17.4 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.

2.18: Deadline for Submission of Tenders

2.18.1 Tenders must be received by JKUAT at the address specified under paragraph 2.17.2 no later than 11.30 a.m.

2.18.2 The university may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the university and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19: Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the university prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.
2.19.4 No tender may be withdrawn in the interval between the deadline for submission of
tenders and the expiration of the period of tender validity specified by the tenderer on
the Tender Form. Withdrawal of a tender during this interval may result in the
Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The university may at any time terminate procurement proceedings before contract
award and shall not be liable to any person for the termination.

2.19.6 The university shall give prompt notice of the termination to the tenderers and on
request give its reasons for termination within 14 days of receiving the request from
any tenderer.

2.20 Opening of Tenders

2.20.1 The university will open all tenders in the presence of tenderer’ representatives who
choose to attend, on Thursday 9th April 2018 and in the location specified in the
Invitation to Tender.

The tenderers’ representatives who are present shall sign a register evidencing their
attendance.

2.20.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts
and the presence or absence of requisite tender security and such other details as the
University, at its discretion, may consider appropriate, will be announced at the
opening.

2.20.3 The University will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tender, the university may
at its discretion, ask the tenderer for a clarification of its tender. The request for
clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the University in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer’s tender.

2.22 Preliminary Examination

2.22.1 The university will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The university may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the university will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The University’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
2.22.5 If a tender is not substantially responsive, it will be rejected by the University and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency
2.23.1 Where other currencies are used, the university will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders
2.24.1 The university will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference
2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 25%

2.26 Contacting the University
2.26.1 Subject to paragraph 2.21 no tenderer shall contact the University on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the University in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.
2.27 Award Of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the University will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the University deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The University will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further through post qualification, that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Jkuat's Right to vary Quantities

2.27.5 The University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions (quantities are not specified in schedule of requirements as they vary from year to year, season to season as dictated by disease patterns).
(d) **JKUAT's Rights to Accept or Reject any or All Tenders**

2.27.6 The University reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds of JKUAT's action.

2.28 **Notification Of Award**

2.28.1 Prior to the expiration of the period of tender validity, the University will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 **Signing of Contract**

2.29.1 At the same time as the University notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the University.

2.30 **Performance Security**
2.30.1 Within Thirty (30) days of the receipt of notification of award from JKUAT, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The University.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the University may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt Or Fraudulent Practices

2.31.1 The University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the University, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the University of the benefits of free and open competition;

2.31.2 The University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
**Appendix to Instructions to Tenderers**

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1: Eligible Tenderers</td>
<td>Manufacturers/Authorized Agents/Registered Companies for medical drugs</td>
</tr>
<tr>
<td>2.14: Tender Security</td>
<td>Not applicable in this particular tender. <em>(quantities required are not stated)</em></td>
</tr>
<tr>
<td>2.16.4: Format and Signing of Tender</td>
<td>All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked</td>
</tr>
<tr>
<td>2.18.1: Closing Date</td>
<td>See invitation to tenders</td>
</tr>
<tr>
<td>2.24: Evaluation and Comparison of tenders</td>
<td>See below</td>
</tr>
<tr>
<td>2.30: Performance Security</td>
<td>Not applicable in this tender</td>
</tr>
</tbody>
</table>

- Manufacturer’s Agents shall provide authorization letters.

**2.24 Evaluation and Comparison of tenders:-**

- Medical drugs to be supplied must be registered with the Pharmacy and Poisons Board for use in Kenya.
- For purpose of evaluation, tenderers must submit samples or literature for items tendered.
- Samples for medical drugs with a shelf life must have not less than 2/3 of shelf life.
- All parts and sections of the Tender documents must be clearly filled to avoid disqualification of a tender bid.

**Note**
✓ Bidders must clearly indicate the UNIT PACKS, TRADE NAMES and type of package (e.g. blister pack, foil pack or loose pack or carton pack) for all quoted items.
✓ Bidders must append a signature of an authorized Officer on all pages bearing quoted products in the price schedule.
✓ Orders shall be placed as and when required during the contract period.
EVALUATION CRITERIA – SUPPLY OF MEDICAL DRUGS

The method of evaluation will be Merit Point System and the criteria of evaluation and the points to be awarded on each criterion will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>MANDATORY REQUIREMENTS</th>
<th>MAX. SCORE</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Pin Number</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Provide Copy of Certified Tax Compliance Certificate</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Provide current Business Permit/Licenses</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Provide current Certificate of Incorporation/Business Registration</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Provide a current valid Certificate of Pharmacy and Poisons Board/Relevant Board</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Must be a Manufacturer/Importer/Distributor <em>(Attach letter of Accreditation)</em></td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>vii.</td>
<td>Physical location of business premises <em>(See business questionnaire)</em></td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>viii.</td>
<td>Audited Accounts for the last current three (3) Years of audit 2012/13, 2013/14, 2014/15</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>ix.</td>
<td>2014/15</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td>x.</td>
<td>Company/Business Profile detailing qualifications - Full Disclosure of Directors/ Partners /Sole Proprietor</td>
<td>YES/NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Credit Period 90 Days</td>
<td>YES/NO</td>
<td></td>
</tr>
</tbody>
</table>

b. GENERAL REQUIREMENTS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Financial Capability (As supported by Audited Accounts for the last current three (3) years) of audit 2012-2013; 2013-2014; 2014-2015</td>
</tr>
<tr>
<td>ii.</td>
<td>Indicate having undertaken similar assignment with at least 4 firms <em>(Attach Proof of L.P.O or payment) If JKUAT is one of the four; please attach three most recent orders with delivery period.</em></td>
</tr>
<tr>
<td>iii.</td>
<td>Maximum Accumulated Volume of Business handled in a year for the last two years 2013-2014 and 2014-2015 <em>(Attach Evidence LPOS and Matching Delivery Notes)</em></td>
</tr>
<tr>
<td></td>
<td>- Above 10 Million (20)</td>
</tr>
<tr>
<td></td>
<td>- 6 – 10 Million (10)</td>
</tr>
<tr>
<td></td>
<td>- 2.1 – 5 Million (5)</td>
</tr>
<tr>
<td></td>
<td>- Below 2 Million (0)</td>
</tr>
<tr>
<td>iv.</td>
<td>Human Resources:*</td>
</tr>
<tr>
<td></td>
<td>Give Company Structure indicating clearly the rank and qualifications of the key personnel to be handling this work for JKUAT</td>
</tr>
</tbody>
</table>

c. TECHNICAL REQUIREMENTS

Page 23 of 46
### i. General experience record:

Provide a comprehensive catalogue of the services, goods and products range.

The list must show among others, source country, brand names and manufacturer.

A statement should also be added to indicate whether the good conform to: CE, FDA, ISO or other international standard (use international and standardized Nomenclature as far as possible). (2 Marks)

*Indicate the length period in years when you have been trading in the items quoted for.*

<table>
<thead>
<tr>
<th>Length Period</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 12months</td>
<td>1</td>
</tr>
<tr>
<td>1 – 2 years</td>
<td>2</td>
</tr>
<tr>
<td>Above 2 years</td>
<td>3</td>
</tr>
</tbody>
</table>

### ii. Particular experience record

*Clearly indicate your KEY products, goods and services line of specialty (ONE for each of the three subgroups)* Indicate also the length period in years when you have been trading for each of the KEY specialty ranges you have listed. (Provide proof in the form of previous orders that span the trading period)

<table>
<thead>
<tr>
<th>Length Period</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 12months</td>
<td>1</td>
</tr>
<tr>
<td>1-2 years</td>
<td>2</td>
</tr>
<tr>
<td>Above 2 years</td>
<td>3</td>
</tr>
</tbody>
</table>

### iii. Under which category are your business strengths/specialty (indicate ONE ONLY) for your main products, goods and services range.

<table>
<thead>
<tr>
<th>Category</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td>4</td>
</tr>
<tr>
<td>Authorized dealer (attach a valid appointment letter)</td>
<td>3</td>
</tr>
<tr>
<td>Retailer</td>
<td>2</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>1</td>
</tr>
</tbody>
</table>

### iv. Indicate whether your organization and key staff are accredited, registered, licensed and authorized to transact in controlled goods by the relevant Boards and regulatory authorities.

- If you have relevant licenses for the firm (2)
- If your key staff are accredited (2)
v. **Equipment capabilities:**
Indicate and provide proof of ownership/occupancy status of the capital resources (buildings, warehouses, machinery, equipment and others) relevant to this tender. (1)

**Service and maintenance support:**
Provide details of how you plan to provide maintenance and service support for goods and services procured under this tender.
- If you own accredited workshop and staff (2)
- If you have Contracts with other accredited workshops and staff (2)
- If you have statement of viable alternatives (1) 3

vi. **Litigation history:**
Provide an undertaking of any legal dispute pending in a court of law or before an arbitrator and past awards (nature and value) against you.
- If you have no negative litigation history (2)
- If you have negative litigation history (0) 2

vii. **Product realization capabilities:**
Provide a detailed plan, with proof from past contracts, of how you intend to service this contract if awarded.
Confirmation and delivery of order (turnaround time).
- If within 1 - 14 days (3)
- If within 14 - 28 days (2)
- If above 28 days (1)
(Indicate any previous orders for JKUAT not delivered and state reasons) 3

viii. **Systems and product quality assurance**
Provide evidence that your firm possess a current international accreditation or certification status e.g. ISO 9001, 15189 or other. (Involvement in recognized quality assurance programs will be accepted)
- If you has international accreditation/certification status (5)
- If no international accreditation/certification status (0)

**Indicate whether any of your partner firms or principals possess current International accreditation or certification status relevant to the products, goods and services you wish to tender for**
- Has international accreditation/certification status (3)
- No international accreditation/certification status (0)

Provide comprehensive evidence of your current quality assurance processes for goods, products and services for which you intend to tender for (3) 11
e. Notes

- Bidders must meet all the mandatory requirements to qualify for technical evaluation
- To qualify for price evaluation, the bidder must score a minimum of 70 points (70%)
- The bidder quoting the lowest price for a specified item having attained 70% technical score shall be recommended for contract award.
- Any information provided by the bidder may be verified by the University
SECTION III: GENERAL CONDITIONS OF CONTRACT

Table Of Clauses

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<td>3.2</td>
<td>Application</td>
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<td>3.3</td>
<td>Country of Origin</td>
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<td>3.4</td>
<td>Standards</td>
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<tr>
<td>3.5</td>
<td>Use of Contract documents and information</td>
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<td>3.6</td>
<td>Patent Rights</td>
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<tr>
<td>3.7</td>
<td>Performance security</td>
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<td>3.8</td>
<td>Inspection and Tests</td>
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<td>3.9</td>
<td>Packing</td>
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<td>3.10</td>
<td>Delivery and documents</td>
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<td>Insurance</td>
</tr>
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<td>3.12</td>
<td>Payment</td>
</tr>
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<td>3.13</td>
<td>Price</td>
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<td>3.14</td>
<td>Assignments</td>
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<td>Sub contracts</td>
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<td>3.18</td>
<td>Resolution of Disputes</td>
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<td>3.19</td>
<td>Language and law</td>
</tr>
<tr>
<td>3.20</td>
<td>Force Majeure</td>
</tr>
</tbody>
</table>
SECTION III: GENERAL CONDITIONS OF 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 Jomo Kenyatta University of Agriculture and Technology 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 the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply Procuring Entity under the Contract.

(d) “Procuring Entity” means the organization purchasing the Goods under this Contract which in this case is Jomo Kenyatta University of Agriculture and Technology.

(e) “The University” means the procuring entity / Jomo Kenyatta University of Agriculture and Technology.

(f) “Jkuat” Jomo Kenyatta University of Agriculture and Technology.

(g) “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 the procurement installation and commissioning of equipment.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services 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 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the JKUAT’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the University in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the University’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Jkuat and shall be returned (all copies) to the University on completion of the Tenderer’s performance under the Contract if so required by the University.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the University against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the University the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the University as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the University and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to The University, in the form provided in the tender documents.
3.7.4 The performance security will be discharged by the University and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

3.8.1 The University or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The University shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the University.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, JKUAT may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to The University.

3.8.4 JKUAT has right to inspect, test and where necessary, reject the goods after the Goods’ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by JKUAT or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents
3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by the JKUAT in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance
3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12: Payment
3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the University as specified in the contract.

3.13 Prices
3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the University within (30) days of receiving the request.

3.14. Assignment
3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the University’s prior written consent

3.15 Subcontracts
3.15.1 The tenderer shall notify JKUAT in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

### 3.16 Termination for Default

3.16.1 JKUAT may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the University if the tenderer fails to perform any other obligation(s) under the Contract.

(b) if the tenderer, in the judgment of the University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the University terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the University for any excess costs for such similar goods.

### 3.17 Liquidated Damages

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the University shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### 3.18 Resolution Of Disputes

3.18.1 JKUAT and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.
3.19 **Language And Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 **Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a 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 as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.10.1 Delivery and documents</td>
<td>All deliveries are to be made to JKUAT Main Campus – Juja Drugs Store between 8.00 am to 5.00 p.m from Monday to Friday</td>
</tr>
<tr>
<td>3.12.1: Payment</td>
<td>Within 90 days after receipt of invoice</td>
</tr>
<tr>
<td>3.18.1: Resolutions of Disputes</td>
<td>Arbitration to be considered before litigation</td>
</tr>
</tbody>
</table>
VI: Standard Forms

1. Tender Form

2. Contract Form

3. Mandatory Confidential Business Questionnaires

4. Tender Security Form

5. Performance Security Form

6. Oaths and Statutory Declaration Form

7. Manufacturer’s Authorization Form
1. TENDER FORM

TO, Jomo Kenyatta University of Agriculture and Technology
P.O. Box 62000 – 00200 CITY SQUARE
NAIROBI

Date:………………………………………………

Tender No: JKUAT/6 (a) /2018 - 2019
Tender Name: Pharmaceuticals, Non-Pharmaceuticals and Dental Health Products

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ……..
the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply goods under this tender in conformity with the said Tender document for the sum of Ksh:………………………….. [Total Tender amount in words]………………………………………………………………………………………………………………………………………………………………………………………………………………
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to supply Medical Drugs in accordance with the conditions of the tender.

3. 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.

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

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

Dated this ………………………………………………… day of…………………………………… 2015

……………………………………………………………………
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of ………………………………………………………..
2. CONTRACT FORM

THIS AGREEMENT made the…………………… day of…………………… 2015…………….

Between………………………………………………………………………………………………………. [name of Procuring entity] of……………………………………………………….. [Country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and
…………………………………………………………………………………………………………………..[name of tenderer] of ………………………………………………………………..[city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS Jomo Kenyatta University of Agriculture and Technology invited tenders for supply of Medical Drugs and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh………………………………………………………………. [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them 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 Details of cover
   (c) the General Conditions of Contract
   (d) the Special Conditions of Contract

3. In consideration of the payments to be made by Jomo Kenyatta University of Agriculture and Technology to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to supply Medical Drugs/ and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Jomo Kenyatta University of Agriculture and Technology hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS 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 ............................ (Jomo Kenyatta University of Agriculture and Technology)

Signed, sealed, delivered by .............................. the ............................ (for the tenderer) in the presence of ............................
3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
(Must be filled by all applicants who choose to participate in this tender)

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

You are advised that it is a serious offence to give false information on this Form.

Name of Applicant(s)……………………………………………………………………………………………………………………

Part 1: General:

1.1: Business Name ….................................................................................................................................

1.2: Certificate of Incorporation/Registration No:.................................................................

1.3: Location of business premises …........................................................................................................

1.4: Plot No. …...............................................................................................................................................

1.5: Street/Road …...........................................................................................................................................

1.6: Postal Address …......................................................................................................................................

1.7: Office Tel. No. ….......................................................................................................................................

1.8: Mobile:..............................................

1.9: Fax No:..................................................

1.10: Email Address.................................................................

1.11: Website.................................................................................................................................

1.12: Nature of business :( Indicate whether Manufacturer, Distributor e.t.c )……...

1.13: Contact Person (Full Names)...........................................................................................

   (a) Directors Name and Mobile Nos:.................................................................

   (b) If not Director, Title................................................................. Power of Attorney (Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time Kshs..............................
1.15: Name of your bankers .................................................. Branch ......................

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full .......................................................... Age ............

2a.2: Nationality ................ Country of origin .................

  Citizenship details.....................................

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

  2b.2: Name  Nationality  Citizenship Details  Shares

  1.  .........................  ....................  .......................  ............

  2.  .........................  ....................  .......................  ............

  3.  .........................  ....................  .......................  ............

  4.  .........................  ....................  .......................  ............

  5.  .........................  ....................  .......................  ............

**Part 2(c) – Registered Company:**

2c.1: Private or public ..........................................................

2c.2: State the nominal and issued capital of the company –

  Nominal Kshs.........................................................

  Issued Kshs............................................................

2c.3: Give details of all directors as follows

  Name  Nationality  Citizenship Details  Shares

  1.  .........................  ....................  .......................  ............
2. ........................................ ........................................ ........................................ .......

3. ........................................ ........................................ ........................................ .......

4. ........................................ ........................................ ........................................ .......

5. ........................................ ........................................ ........................................ .......

Date…………………… Signature of Tenderer .................................................................

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of *Jomo Kenyatta University of Agriculture and Technology*?
   Yes……………… No:…………………….

3.2: If answer in ‘3.1’ is **YES** give the relationship:………………………………

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?
   Yes………. No………..

3.4: If answer in ‘3.3’ above is **YES** give details………………………………

............................................................................................................................
............................................................................................................................

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by *Jomo Kenyatta University of Agriculture and Technology* to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes……….No………. 

3.6: If answer in ‘3.5’ above is **YES** give details………………………………

............................................................................................................................
............................................................................................................................

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3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes………………… No……………………

3.8: If answer in ‘3.7’ above is YES give details…………………………………………………………

3.9: Have you offered or given anything of value to influence the procurement process?

Yes……………………… No……………………

3.10: If answer in ‘3.9’ above is YES give details…………………………………………………………

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:…………………………Signature of Candidate:…………………

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
1. TENDER SECURITY FORM

Whereas …………………………(hereinafter called <the tenderer> has submitted its bid

[Name of Bidder]

dated …………………………..for supply of Medical Drugs (hereinafter called <the tender?
[date of submission of bid]

KNOW ALL PEOPLE by these presents that WE ……………… of……………………..having
[bank] [country]

our registered office at ………………… (hereinafter called <the procuring entity> in

[name of procuring entity]

the sum of Kshs……………………………… for which payment well and truly to be made to

[state the amount]

Jomo Kenyatta University of Agriculture and Technology, the Bank binds itself, its successors,

and assigns by these presents. Sealed

with the Common Seal of the said Bank this ……… day of ………………201…..

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by Kenyatta University on the Form; or

2. If the tender, having been notified of the acceptance of its tender by Jomo Kenyatta University of Agriculture and Technology during the period of tender validity fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to Jomo Kenyatta University of Agriculture and Technology up to the above amount upon receipt of its first written demand, without The University having to substantiate its demand, provided that in its demand The University will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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 stated date.

Signature:………………………………………………………
Date:……………………………………………….

Official Stamp:…………………………………………
5. PERFORMANCE SECURITY FORM

Jomo Kenyatta University of Agriculture and Technology
P.O. Box 62000 – 00200 CITY SQUARE
NAIROBI

WHEREAS ………………………………………………………………………………………………………...

[name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No………………… [...reference number of the contract] dated ………………… 20……………. to supply …………………………………………………[Tender for supply of Medical Drugs]

(Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………………………[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ………………………………………………… [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____________ day of _______________ 2016 ______

Signature and seal of the Guarantors…………………………………………………………………….

[Name of bank of financial institution]

…………………………………………………………………………………….

[Address]

………………………………………………………………………………

[Date]
6. OATHS AND STATUTORY DECLARATION FORM

REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15
OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT
AND DISPOSAL ACT NO. 3 OF 2005

I,………………………………………………. of P.O Box……………………

Being a resident of…………………………………………….. in the Republic of Kenya do

hereby make oath and state as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director

of………………. .............................(name of the Candidate) which is a Candidate in

respect of Tender Number………………………….. to supply goods, render services and/or carry

out works for Jomo Kenyatta University of Agriculture and Technology and duly

authorized and competent to make this Affidavit.

2. THAT the aforesaid Candidate has not been requested to pay any inducement to any

member of the Board, Management, Staff and/or employees and/or agents of Jomo

Kenyatta University of Agriculture and Technology, which is the procuring entity.

3. THAT the aforesaid Candidate, its servants and/or agents have not offered any

inducement to any member of the Board, Management, Staff and/or employees and/or

agents of Jomo Kenyatta University of Agriculture and Technology.

4. THAT what is deponed to hereinabove is true to the best of my knowledge information

and belief

SWORN at……………………………… by the said} ………………………………………….}

Name of chief Executive/Managing Director/}

Principal Officer/Director}
On this…………………… day of …………. 2019.


_______________________________

DEPONENT

Before me

Commissioner for Oaths
7. MANUFACTURER’S AUTHORIZATION FORM

To JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY

WHEREAS ……………………………………………...who are established and reputable
[Name of the manufacturer]
Manufacturers of…………………………………………………………………………………………………………………………
[Name and/or description of the goods]
Having factories at ……………………………………………[address of factory] do hereby authorize …………………..[Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ……………………………
(Reference of the Tender) for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.