



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

**REF/NO.JKUAT/6(c)/2015 – 2016- SUPPLY AND
DELIVERY OF DENTAL MATERIALS.**

MAY, 2015

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SECTION I INVITATION TO TENDER

TENDER REF NO: JKUAT/6a/2015 - 2016

Tenders are invited for the supply and delivery of *Dental, Materials* 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, 4th June 2015

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 tenderer is 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 4th June 2015.

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 contract-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.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
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 discretion 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

6.1 Transportation and Delivery

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

6.2 Commencement of Tender Performance

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

6.3 Orders /LPO

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

6.4 Documentation on Delivery

6.4.1 Delivery note,

6.4.2 Invoice,

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

PRICE SCHEDULE PART IV: DENTAL DRUGS, INSTRUMENTS AND EQUIPMENT

No	Item Description , Specs & preferred pack size	Qty. Req.	Trade mark, Description & Specs of product on offer	Country of Origin	Unit pack size	Unit Price
1	Lignocaine / Adrenaline 2%, 1.8 ml	20x50's				
2	Scandonest 3% 1.8ml	4x50				
3	Topical Anesthetic Gel	3x30g				
4	Xylonar Spray	4x36g				
5	Monoject Short 27GA/	5x100's				
6	Monoject long 27GA	10x100's				
7	Kalzinol liquid 15ml /Kalzinol powder 40g/	4 tubes each				
8	Gic Restorative cement powder& Liquid	4packs of 2				
9	Cavity Temporary filling material	4x28g				
10	Dycal Ivory	3x24g				
11	AH 26 Root canal treatment	3x18g				
12	Gs-80 Amalgam Capsules 1 spill	12x50's				
13	Gs-80 Amalgam Capsules 2 spill	12x50's				
14	Gs 80 Amalgam caps 3 spill	3x50's				
15	Glacier Composites 5 syringe Kit	3Kits of 7shades each				
16	Paper points Col. Coded # 15 - 110	4x200's				
17	Gutta percha Points Col. Coded # 15 - 110	4x200's				
18	Barbed broaches 21mm - fins	4x6's				
19	Reamers 27mm No15 -110	6 packs				
20	Reamers 30mm No15 -110	6 packs				
21	Files 27mm # 15 – 110	2x6's				
22	Cavitron inserts 25c for Bobcat	4pc				
23	Hand-piece oil spray	4x300ml				
24	Saliva ejectors disposable	12 x100's packs				

25	Face mask with ear loop (Surgical)	12 x 50's				
26	Prophylaxis paste	6 packs				
27	Diamond bars - Round	2x24's				
28	Diamond bars – Fissure (Long)	12 x 6's packs				
29	Diamond bars – Fissure (short)	6 x 6's packs				
30	Diamond Bars Straight	4x24's				
31	Articulating paper roll - straight	4x12's				
32	Mylar, RUWA finishing strips	4x200's				
33	Corpall varnish	4x30ml				
34	Wooden wedges - Small	2pkt				
35	Wooden wedges - Medium	5 pkt				
36	Wooden wedges - Wide	5 pkt				
37	Matrix bands universal - Wide	4x12's				
38	Matrix bands universal - Narrow	4x12's				
39	Nylon brushes	20pcs				
40	Nylon cups	10pcs				
41	X-ray films size – 2 Kodak	3x100's				
42	Biting blocks	4 pcs				
43	Retraction cord single	2cans				
44	X-ray developer powder	4x1kg				
45	X-ray fixer powder	4x1kg				
46	Surgical blades # 15	2x100's				
47	Abrasive strips	4 dozen				
48	Hydrogen peroxide	2x5ltrs				
49	Cidex	3x5ltrs				
50	Silk sutures 3/0 on cutting needle	2x12's				
51	Silver points (Assorted)	1 tube				
52	Polyester strips	10Kits				
53	Vicryl 3/0 sutures on cutting needle	3x12's				
54	Retention Pins (TMS)	6x6 pkt drills				
55	Archbar with splint and hooks	2Roll				
56	Archbar with splint and hooks and splin wire	2 rolls				

57	Screw posts – titanium plus screw drivers	4Kits				
58	0.40 ligature wire	2Roll				
59	Filposts with drill	5Pkts				
60	Dental floss	2Pkts				
61	Ultrasonic scalar	One				
62	Light curve machine					
63	Amalgamator	one				
64	Chair side autoclave 20cubic	one				
65	Metal crown (Assorted)	1 pkt				
66	TMS Pins & Drill					
67	High speed hand piece (Vista 2000 SE) – 4 holes pl	4				
68	Contra-angle hand piece slow speed (Vista 2000 SE)					
69	Conrtriangle slow speed cartridges					
70	Sterilizing drum 5Ltr	1				
71	Sterilizing drum 10Ltr	1				
72	Eye Protection goggles	2				
73	Excavators	2dozen				
74	Mirror heads No. 4	2dozens				
75	Lip Retractor – Larger metallic	2				
76	Lip Retractor – Small metallic	2				
77	Hemingway bone curators	6				
78	Amalgam Guns metal 45degrees	1dozens				
79	Dental plobes	3dozens				
80	Periodontal plobes	2 dozens				
81	Dental forceps peads upper	1 dozen				
82	Dental forceps peads lower	1 dozen				
83	Twitzers	2dozens				

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
reagents

Laboratory
reagents

Laboratory
reagents

Other product
(Specify)

Other product
(Specify)

Other product
(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. Taxpayers Registration Certificate
- iv. Pharmacy and Poison Board Premises registration
- v. Wholesale Dealers License
- vi. Superintend Practice License
- vii. Manufacturers Authorization Form
- viii. 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.....ofhaving 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 offor 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 of20.....

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 theday of20.....
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 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 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 bythe(for the Procuring entity)

Signed, sealed, delivered bythe(for the Tenderer in the presence of