

REPUBLIC OF KENYA



**OFFICE OF THE GOVERNOR
COUNTY GOVERNMENT OF NYERI**

TENDER NO. CGN/9/2018-2020

SUPPLY AND DELIVERY OF LABORATORY REAGENTS

Receipt No.....

Tender Reg. No.....

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Issued by the County Government of Nyeri June 2018.

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Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

- 1.2 The following general directions should be observed when using the document.
- (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
- (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER
DATE

TENDER REF NO: CGN/9/2018-2020

TENDER NAME: Supply and delivery of laboratory reagents.

1.1 The Office of the Governor, Nyeri County, invites sealed bids from eligible candidates for supply and delivery dressing materials and non-pharmaceuticals.

Interested eligible candidates may obtain further information from County Procurement Office during normal working hours.

A complete set of tender documents may be obtained by interested candidates by downloading from the County website www.nyeri.go.ke

1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at The Governor's Office, Nyeri County, or be addressed to

The county secretary,
County Government of Nyeri,
P.O Box 112- 10100
Nyeri,

so as to be received on or before **25th July, 2018 at 11.00am.**

1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender.

1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Governor's Boardroom. Nyeri

County Secretary
Nyeri County Government

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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 Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (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 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 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. 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
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) 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 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 the entity's address indicated in the Invitation to Tender. The Procuring entity 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 procuring entity. Written copies of the Procuring entities 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 procuring entity 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 Procuring entity, 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 Procuring entity, 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 Procuring entity, 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) 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 prices and total tender price of the goods 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 premises of the entity.

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 150 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

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the 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 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity'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, 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) a 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 the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity'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 Procurement entity 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 Procurement entity'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 0.5 – 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 Procuring entity 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 Procuring entity 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 Procuring entity.
- 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 procuring entity 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 150 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto 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 Procuring entity shall prepare One Copy of the tender, clearly marking each "ORIGINAL TENDER" as appropriate but the Tenderers shall submit Two copies, the Original copy and one marked 'COPY TENDER'. 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 unamended 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.

2.17 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 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 **25th July, 2018 at 11.00am.**

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 Procuring entity 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 the Procuring entity at the address specified under paragraph 2.17.2 no later than **25th July, 2018 at 11.00am.**

2.18.2 The Procuring entity 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 Procuring entity 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 Procuring Entity 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 not 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 procuring entity 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 procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 11.00A.M 24th September 2014 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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 Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity 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 quantity, 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 Procuring entity 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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 Procuring entity'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 Procuring entity 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 procuring entity 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 Procuring entity 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 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity 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

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time

prior to 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 for the Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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 Procuring entity 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 Procuring entity 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 any thing 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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>All bidders duly registered and dealing with the said items</i>
2.14.1	
2.18.1	25th July, 2018 at 11.00am.
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>N/A</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 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 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 to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (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 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 Procuring entity'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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity 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 the Procuring entity's country

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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity 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 Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity 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 Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.
- 3.8.4 The Procuring entity's 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 the Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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 Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 The Procuring entity 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 Procuring entity

- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity 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 Procuring entity 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 procuring entity 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 The procuring entity 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 its 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

Notes on Special Conditions of Contract

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

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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.

1. Prices quoted must be Net and in Kenya shillings and be inclusive of all Government taxes and delivery charges to **Nyeri county Headquarters** and must remain valid for one hundred and fifty days (**150**) days from the tender closing date and time.
2. The Government reserves the right to change the quantities without giving reasons or notice to the supplier.
3. No Tender document will be accepted after the official closing time as specified on the advertisement.
4. Candidates are required to submit copies of the following **Certified** documents;
 - a. **Business name registration certificate or certificate of incorporation.**
 - b. **Valid KRA Tax Compliance certificate.**
 - c. **Valid County Government Business Permit.**
 - d. **Audit report for the business for the last two years**
 - i. **Documents should be certified by the relevant authority, especially approved commissioner for oaths.**
 - ii. **Failure to submit any one of the above mentioned documents shall lead to automatic disqualification.**
5. Tenderers must quote only one price per item.
6. Firms considered responsive after document evaluation will be visited physically by the appointed team of officers, to:

- Confirm the financial capacity and capability of the firm.
 - Confirm the authenticity of the documents provided.
 - Confirm the premises/physical location.
 - Confirm previous performance.
7. The items will be procured on as and when required basis upon issuance of an approved purchase order.
8. Index mechanism to adjust prices will be based on relevant public information.(CPI, Inflation, exchange rate and prevailing market prices)
9. Tenderers must complete the following:
- a. Form of tender- filled, signed and stamped**
 - b. Confidential business questionnaire form-filled, signed and stamped.**
- 10. As part of assessment of the capability and capacity of Tenderers to perform the contract, the Tenderer should furnish us with (provide evidence):**
- i. A list of Equipments and machines under his possession**
 - ii. Firm's past experience/capability in supply and delivery of Non pharmaceutical items**
11. As part of assessment of financial capability the Tenderer is required to provide a bank credit reference letter, from the respective bank clearly stipulating the line of credit (Overdraft facilities) accessible to a bidder, and credit worthiness or any other relevant information.
12. The Tenderers **must** give in writing a guarantee that they will be capable of supplying '**quality**' items within the specified time/date.

Failure to submit a written guarantee will result to automatic disqualification of the tender.

- 13.** Tenderers must submit both original and copy of the standard tender documents, failure to submit the two documents (**i.e. the original and copy**) will result to disqualification of the tenderer.
14. Relevant forms (as stipulated in section VII, standard forms) must be completed.
- 15.** Tenderers should note that no substitution, alteration, change of format or modification to standard tender document is allowed. Tenderers are only allowed to add other relevant additional information to the tender documents. **Any tenderer who does not adhere to this condition will automatically be disqualified.**
- 16. Framework contract-Preliminary and detailed evaluation will be done to get the responsive bidders. All prices + or – 10% of the market price, will be divided by the number of responsive bidders average price and this price will be offered to all responsive bidders after returning the acceptance letter.**

I/We hereby certify that I/We have read the special conditions of the contract (Section IV) and confirm that I/We have understood and I/We shall abide by them.

Tenderers Name.

Signature.

Date.

Official Stamp.

SECTION VI - SCHEDULE OF REQUIREMENTS
TENDER NO. CGN/9/2018-2020

SUPPLY AND DELIVERY OF LABORATORY REAGENTS

	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE KSH.	REMARKS
1	(Cobas C 111) Alkaline phosphatase (ALP) Test (200)	Kit		
2	(Cobas C 111) COBAS C.f.a.s Protein 1ml	bottle		
3	(Cobas C 111) COBAS C.f.a.s Protein for 1ml U/CSF(PUC)	bottle		
4	(Cobas C 111) Sample cups 2ml	pcs		
5	(Cobas C 111) Tubing Set	set		
6	(Cobas C 111)Activator12ml	Bottles		
7	(Cobas C 111)Albumin BCG (ALB) Test (400)	Kit		
8	(Cobas C 111)ALTL(GPT)(ALTL) Test(400)	Kit		
9	(Cobas C 111)ASTL(GOT)(ASTL) Test(400)	Kit		
10	(Cobas C 111)Bilirubin Direct (BIL-D) Test(400)	Kit		
11	(Cobas C 111)Bilirubin Total (BILT 3) Test(400)	Kit		
12	(Cobas C 111)Calcium[CA](400)	Kit		
13	(Cobas C 111)Cholesterol (CH02) Test(400)	Kit		
14	(Cobas C 111)Cleaner solution 1000ml	Bottle		
15	(Cobas C 111)COBAS C 111 CK(CKL)(200)	Kit		
16	(Cobas C 111)COBAS C 111 Probe set	set		
17	(Cobas C 111)COBAS C 111 Sample cups 2 ml (5000)	Pkt		
18	(Cobas C 111)COBAS C.f.a.s CK-MB1ml	Bottles		
19	(Cobas C 111)COBAS C.f.a.s HbA1c1ml	bottle		
20	(Cobas C 111)COBAS C.f.a.s Lipids1ml	bottle		
21	(Cobas C 111)COBAS C.f.a.s3ml	bottle		
22	(Cobas C 111)COBAS Cleaner Basic (NAOH-D2)1ml	bottle		
23	(Cobas C 111)COBAS HbA1c Control N0.5ml	bottle		
24	(Cobas C 111)COBAS HbA1c Control P0.5ml	bottle		
25	(Cobas C 111)COBAS Preci control clinic hem multi 15ml	Bottle		
26	(Cobas C 111)COBAS Preci control clinic hem multi 25ml	bottles		
27	(Cobas C 111)Creatinine Jaffe (CREJC) Test(400)	Kit		
28	(Cobas C 111)Deproteinizer 11 ml	Bottle		

29	(Cobas C 111)GGT(GGT) Tests (200)	Kit		
30	(Cobas C 111)Glucose (GLU C2)(400)	Kit		
31	(Cobas C 111)HBA1C (HBA1C) Tests(200)	Kit		
32	(Cobas C 111)HDL-Cholesterol(HDL-C) Test(200)	Kit		
33	(Cobas C 111)Hemolyzing reagents whole blood application(A1CD2) 50ml	Bottle		
34	(Cobas C 111)LDL Cholesterol (LDL-C) Tests(100)	Kit		
35	(Cobas C 111)Micro Cuvette segments(1680 pc)	Box		
36	(Cobas C 111)NACL 9% DILUENT 12ml	Bottle		
37	(Cobas C 111)Phosphorus (PHOS)(100)	Kit		
38	(Cobas C 111)Precinorm Protein Urine/CSF3 ml	bottle		
39	(Cobas C 111)Precipath Protein Urine/CSF3 ml	bottle		
40	(Cobas C 111)Total protein(TP)400 Tests	Kit		
41	(Cobas C 111)Triglyceride (TRIGL) Tests(200)	Kit		
42	(Cobas C 111)Urea (UREA) Test(400)	Kit		
43	(Cobas C 111)Uric Acid (UA)(400)	Kit		
44	30% Bovine Albumin Fortress (UK) 10ml	btls		
45	Absolute Ethanol AR	2.5 Lts.		
46	ACCU-CHECK ACTIVE Strips(50)	Pkt		
47	Acetone Lt (2.5)	jar		
48	Adjustable pipettes (0-50ul) Finnpiptette	pc		
49	Adjustable pipettes(100-1000ul) Finnpiptette	Pc		
50	Adjustable pipettes(10-100ul) Finnpiptette	Pc		
51	Aesculine Bile test Liofilchem	tubes		
52	AFP(Alpha-fetoprotein)antigen test (Human) Test 96	kit		
53	AHG	Bottle		
54	AIA SUBSTRATE SET II	SET		
55	AIA-PACK TSH 3rd –GEN CALIBRATOR SET	SET		
56	AIA-PACKFT4 CALIBRATOR SET	SET		
57	Alanine amino transference	Kit		
58	Albimin	Kit		
59	Albumin Liquicolor(Human)100ml)	bottle		
60	Alkaline Phosphatase IFCC mod. Liqui UV10ml)	bottle		
61	Alkaline Phosphate	Kit		
62	Amoxicillin30 ug	discs		
63	Ampicillin/Sulbactam10 ug	discs		
64	Ampicillin2 ug	discs		
65	Anaerobic Liofilchem	jars		
66	Anaerobic Liofilchem	sachets		
67	Anti D (IgM/IgG) Blend Fortress (UK) 100 T	test		
68	Antibiotic discs30 ug	discs		
69	Antihuman Globulin Fortress (UK) 10ml	Btls		
70	Asot	Kit		

71	ASOT REAGENT(Human)(50 T)	KIT		
72	Aspartate Amino Transferase	Kit		
73	Augmentin15 ug	discs		
74	Auto-Bilirubin Direct Liquicolor (Human)375ml	bottle		
75	Auto-Bilirubin Total Liquicolor (Human)375ml	bottle		
76	Autocal Human(Human)	kit		
77	Auto-Creatinine Liquicolor (Human)250ml	bottle		
78	Azinthromycin15 ug	discs		
79	Aztroenam10 ug	discs		
80	Bacitracin 10 IU30 ug	discs		
81	BD Microtainer EDTA 0.5ml Pc(100)	Kit		
82	BD Microtainer Plain 0.5ml Pc(100)	Kit		
83	Blood agar base500 g Liofilchem	no		
84	Blood culture bottles - Adult30 mls Liofilchem	btls		
85	Blood culture bottles - Paed30 mls Liofilchem	btls		
86	Blood Grouping tiles	PC		
87	Blood Lancets(100)	Pkt		
88	Blue cassette	1 pc		
89	Blue tips Pc(1000)	pkt		
90	Borosilicate tubes	1 pcs		
91	Calcium	Kit		
92	Calibrated Wire loop (Plastic disposable)	pc		
93	Candle jars	Pc		
94	Capillary tubes(plain)(100)	PC		
95	Cefazolin30 ug	discs		
96	Cefepime30 ug	discs		
97	Cefotaxime30 ug	discs		
98	Cefoxitin30 ug	discs		
99	Ceftazidime30 ug	discs		
100	Ceftriaxone30 ug	discs		
101	Cefuroxime30 ug	discs		
102	Cephalexin CL30ug	discs		
103	Cephalothin30ug	discs		
104	Chloramphenical30ug	discs		
105	Chloride	Kit		
106	Chloroform	2.5 Lts		
107	Cholesterol	Kit		
108	Cholesterol Liquicor (Human)100ml	bottle		
109	Cholinesterase	Kit		
110	Ciprofloxacin5 ug	discs		
111	Clarithromycin15 ug	discs		
112	CLED Agar500 g Liofilchem	pc		
113	Clindamycin CD	discs		

114	Cloxacillin2 ug	discs		
115	COBAS 9180 AVL Analyzer Electrolyte Control(30Vials)	Kit		
116	COBAS 9180 AVL CHLORIDE ELECTRODE	pc		
117	COBAS 9180 AVL SODIUM ELECTRODE	pc		
118	COBAS 9180 AVL CALCIUM ELECTRODE	pc		
119	COBAS 9180 AVL Electrolyte analyzer Cleaning solution(125 ml)	Kit		
120	COBAS 9180 AVL Electrolyte analyzer Sodium electrolyte conditioner(125 ml)	Kit		
121	COBAS 9180 AVL Electrolyte Deprotenizer(125ml)	Kit		
122	COBAS 9180 AVL POTASIUM ELECTRODE	pc		
123	COBAS 9180 AVL REFERENCE ELECTRODE	pc		
124	COBAS 9180REF. ELECTRODE HOUSING	pc		
125	Cobas C 111 CRP (CRP)100 Tests	Kit		
126	Cobas C 111 Lactate (LACT) 50 Tests	Kit		
127	COBAS C 111 Lamp 12V/20W	Pc		
128	Cobas C 111 LDH (LDH)50 Tests	Kit		
129	Cobas C 111 Printer Paper	Pieces		
130	Cobas SNAPPACK Electrolyte Reagent	pkt		
131	Coombs	Bottle		
132	Co-Trimoxazole25 ug	discs		
133	Cover slips(22X22mm)(100pc)	pkt		
134	Creatinine	Kit		
135	Cryptococcus Antigen Tests strips(Immy USA50 Tests	kit		
136	DCA Agar500 g Liofilchem	pc		
137	DiaSpect Hemoglobin cuvette100pc	pkt		
138	Diff Quick500ml	no		
139	Diluent Concentrate	PACK		
140	Direct Bilirubin	Kit		
141	Disposable Culture Plates	pc		
142	Doxycyclidine Discs30 ug	discs		
143	DPX MOUNTANT 500ml	bottle		
144	E.Coli – 0157 Typing kit50 tests Liofilchem	sachets		
145	E.E Broth500 g Liofilchem	no		
146	Eclipses Needles BD “21”	pc		
147	Eclipses Needles BD “23”	pc		
148	Enterobacter Id booklet Liofilchem	no		
149	Enterobacter identification strip Liofilchem	no		
150	Enterobacter Reagents200 tests Liofilchem	no		
151	Enterosystem 18 R Liofilchem	no		
152	Enterosystem 18 R Strips Liofilchem	kit		
153	Eosin (1%)1000 ml	bottle		
154	Erythromycin15 ug	discs		

155	FOB (Fecal Occult Blood) DiaSpot USA25 Tests	kit		
156	Formaldehyde 40%2.5 lts	jar		
157	Free T4(Free Thyroxine)(Human) Test96	kit		
158	FreeT3(free Triiodothyronine)(Human) Test 96	kit		
159	Gamma-GT liquicolor (Human)10ml	bottle		
160	Gentamycin 10 /30ug	discs		
161	Gentamycin120 ug	discs		
162	Giemsa stain Modified Solution (SIGMA)1 Lt	jar		
163	Glass Slides frosted	Pc		
164	Gluco DR Strips(50T)	Pkt		
165	Glucose liquicolor (Human)	kit		
166	Glucostix	Pkt		
167	Glycerol Lts(2.5)	jar		
168	GOT(AST) IFCC mod.Liqui UV(Human)10ml	bottle		
169	GPT(ALAT) IFCC mod.Liqui UV(Human)10ml	bottle		
170	Gram stain kit	kit		
171	Green Cassettes 500 pcs	pkt		
172	Grouping Ant. A	Bottle		
173	Grouping Ant. B	Bottle		
174	Grouping Ant. D	Bottle		
175	Haemocue Cuvette 301	Pkt		
176	Harris Hematoxylin (PAP) 1000 mls	bottle		
177	HBAIC cerastat	Kit		
178	HDL Cholesterol	Kit		
179	HDL Cholesterol Liquicolor (Human)80ml	bottle		
180	Helicobacter Pylori antigen(Healgen Scientific USA	Cassettes		
181	Hemocue (301) cuvettes 50pcs	Pkt.		
182	Hepatitis A Strips Test(25)	kit		
183	Hepatitis A antigen	Pkt		
184	Hepatitis B Test Strips (DiaSpot USA) Tests(50)	kit		
185	Hepatitis B Antigen	Pkt		
186	Hepatitis C Antigen	Pkt		
187	Hepatitis C Test Strips(DiaSpot USA) Tests(50)	kit		
188	Histology Block cabinet	piece		
189	Histology slide cabinet	piece		
190	Histology slide cardboard wallet20 slides	pkt		
191	HumaCount 5L Cleaner (HC-Cleaner)4.5ml	bottle		
192	HumaCount 5L Control (CD Diff Control)3ml	bottle		
193	HumaCount 5L Diff (HC5L-Diff)5lt	jar		
194	HumaCount 5L Diluent(HC5L-Diluent)20lt	jar		
195	HumaCount 5L Lyse (HC5L-Lyse)5lt	jar		
196	Humastar 100/200 Special Wash Solution(Human)	kit		
197	Humastar 100/200 Wash Additive 4x25ml(Human)25ml	bottle		

198	Humatrol N Control Sera (Human)	Kit		
199	Humatrol P Control Sera (Human)	Kit		
200	HVS Swabs	Pcs		
201	Identification strips Liofilchem	no		
202	Imipenem10 ug	discs		
203	Immersion oil100 ml	bottle		
204	Indian ink ml (500)	Btl		
205	Indole reagent ml (500)	btl		
206	Insight Expert urinalysis Strips.(100 T)	Pkt		
207	I-Smart 30 pro electrolyte Cartridge Tests(200)	kit		
208	I-Smart 30 pro PRINTING PAPER	Pc.		
209	I-Smart 30 pro electrolyte control set (level 1,2,3)	set		
210	Kenamycin30 ug	discs		
211	KOH gm (25)	kit		
212	KOVAC'S Reagent25 mls Liofilchem	pc		
213	Lancefield group typing kit50 tests Liofilchem	pcs		
214	LDL Cholesterol	Kit		
215	LDL- Cholesterol Liquicolor (Human)80ml	bottle		
216	Leishman stain(25)	pkt		
217	Levofloxacin5 ug	discs		
218	Lincomycin15 ug	discs		
219	Linezolid	discs		
220	Lomofloxacin10 ug	discs		
221	lugols iodine L (1)	jar		
222	Magnesium	Kit		
223	Mannital Salt Agar500 g Liofilchem	kit		
224	May grunward stain25 gm.	no		
225	McConkey agar500 g Liofilchem	tests		
226	McConkey Sorbital agar500 g Liofilchem	tests		
227	Medonic Diluent Lt(20)	jar		
228	Medonic High Control	kit		
229	Medonic Low Control	kit		
230	Medonic lyse Lt(5)	jar		
231	Medonic Normal Control	kit		
232	Meropenum10 ug	discs		
233	Methanol	2.5 Lts		
234	Metronidazole5 ug	discs		
235	Microtome Blades 50pcs	Pkt		
236	Monoclonal Anti A Fortress (UK)100T	test		
237	Monoclonal Anti B Fortress (UK) 100 T	test		
238	Motility Indole urea agar500 g Liofilchem	pcs		
239	MR-VP Broth500 g Liofilchem	btls		
240	Mueller Hinton agar500 g Liofilchem	kit		

241	Nalidixic Acid30 ug	discs		
242	Neomycin20 ug	discs		
243	Nitrofurantoin300	discs		
244	Norfloxacin10 ug	discs		
245	Novobiocin 5 ug	discs		
246	Nutrient Agar500 g Liofilchem	no		
247	Ofloxacin5 ug	discs		
248	Oil immersion MI(100)	btl		
249	Optichine100 ml Liofilchem	no		
250	Orange G-6500 ml	bottle		
251	Oxacillin1 ug	discs		
252	Oxidase test stick Liofilchem	no		
253	P.T Strips (Diaspot)(50pcs)	Pkt		
254	Pap Smear Kit(Dsr-safetex)	no		
255	Paraffin blocks storage cabinet	pc		
256	Paraffin pearls1000 g	bottle		
257	Penicillin1 ug	discs		
258	Phosphotace	Kit		
259	Piperacillin30 ug	discs		
260	Plastic Microcapillaries100's	kit		
261	Platinum wire loop	pc		
262	Polychromatic (EA-50) sln500 ml	bottle		
263	Polyvalent Sal Shigella kit50 tests Liofilchem	no		
264	Polyvalent Sal typhi Kit50 tests Liofilchem	no		
265	Potassium	Kit		
266	Propan- 2- ol AR2.5 lts	bottle		
267	PSA (Prostate Specific Antigen) (Human) Test 96	kit		
268	Purple Vacutainers	Pkt		
269	Quick Heel – Green	pc		
270	Quick Heel – Green	50pc		
271	Red vacutainers	Pkt		
272	Rheumatoid	Kit		
273	Rheumatoid Factor (Humam)	kit		
274	Scotts Tab Water500ml	bottle		
275	Selenide F Broth500 g Liofilchem	no		
276	Serodos Control sera(Human)5ml)	bottle		
277	Serum Crag antigen	Kit		
278	Simmon Citrate Agar500 g Liofilchem	no		
279	Sodium	Kit		
280	Sodium metabisulphate(500)	pkt		
281	ST AIA-PACK FT4	PACK		
282	ST AIA-PACK IFT3	PACK		
283	ST AIA-PACK IFT3 CALIBRATOR SET	SET		

284	ST AIA-PACK PSA II	PACK		
285	ST AIA-PACK PSA II CALIBRATOR SET	SET		
286	ST AIA-PACK TSH	PACK		
287	STAEDTLER PERMANET(Dry safe) M	PC		
288	Standard test tubes (12*75mm)(100)	PC		
289	Staphylococcus typing kit50 tests Liofilchem	1x		
290	Sterile Swab tubed	pc		
291	Sterile Swab with Transport Medium	pc		
292	Sterile Urine containers (plastic) 60 ml	pc		
293	Stool Containers	Pcs		
294	Stool Containers with spoon 30ml	pc		
295	Streptomycin10 ug	discs		
296	Stuart transport media500 g Liofilchem	discs		
297	Sudan black kit100 ml	bottle		
298	Sulbactam20 ug	discs		
299	Syphilis (RPR) DiaSpot USA) 50 Tests	kit		
300	T.S.I Tubes	PC		
301	TCBS(500)	pkt		
302	Teicoplanin30 ug	discs		
303	Tetracycline30 ug	discs		
304	Thermal Printer paper for AIA 600II/900	Rolls		
305	Thymol Crystals	Gm(500)		
306	Total Bilirubin	Kit		
307	Total Protein Liquicolor (Human)100ml	bottle		
308	Total proteins	Kit		
309	Tourniquet Germany	pc		
310	Trichloro-acetic Acid	Gm (100)		
311	Triglyceride	Kit		
312	Triglycerides Liqicolor (Human)100ml	bottle		
313	Tryptone Soya agar500 g Liofilchem	kit		
314	TSH(Thyrotropin)antigen test (Human) Test 96	kit		
315	TSI Agar500 g Liofilchem	kit		
316	TSI screw cap tubes	Pc		
317	Urea	Kit		
318	Urea 40% Liofilchem	no		
319	Urea Liqui UV (Human)50ml	bottle		
320	Uric acid	Kit		
321	Urine Containers	Pcs		
322	Uriscan Para 10	Pkt		
323	V+X Factor-2014/2 Liofilchem	no		
324	Vacutainer Tubes EDTA (BD) Pc(100)	Kit		
325	Vacutainer Tubes Serum (BD) Pc(100)	Kit		

326	Vancomycin30 ug	discs		
327	VDRL Strip	Pkt		
328	V-Factor Liofilchem	kit		
329	Wash bottles	pc		
330	Wash Concentrate	PACK		
331	Westergren ESR tubes (Superior Marienfeld German) white graduations)	pcs		
332	Westergren ESR tubes stands	pc		
333	White cassettes	pcs		
334	Winged Set (Butterfly) ‘‘21’’	pc		
335	Winged Set (Butterfly) ‘‘23’’	pc		
336	Winthrop ESR tubes (Superior Marienfeld German) white graduations)	pc		
337	Wintrobe stands ESR tubes	pc		
338	X.L.D Agar500 g Liofilchem	no		
339	X-Factor Liofilchem	no		
340	Xylene2500 ml	bottle		
341	Yellow cassettes	pc		
342	Yellow Tips Pc(1000)	Pkt		
343	Yersinia Enterocolitica Kit50 tests Liofilchem	no		
344	Y-Glutamate Transferece	Kit		

Name of the Tenderer:

Signature of Tenderer:

Date:

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 representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. 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.

5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form - When required by the tender documents 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.

8.1 **FORM OF TENDER**

Date.....
Tender No.

To: The County Secretary
Nyeri County Government
P.O Box 1112-10100
Nyeri.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....
.....in conformity with the said tender documents for the sum of *(total tender amount in words and*

figures) 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 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 a bank in a sum of equivalent to 2% percent of the Contract Price for the due performance of the Contract, in the form prescribed by The District Commissioner Nyeri Central.

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]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>	
Business Name .....	.....
Location of business premises. ....	.....
Plot No.....	Street/Road
Postal Address	Tel No. Fax
Nature of Business	E mail
Registration Certificate No. ....	.....
Maximum value of business which you can handle at any one time – Kshs. ....	.....
Name of your bankers	Branch

Part 2 (a) – Sole Proprietor	
Your name in full	Age
Nationality	Country of origin
• Citizenship details	
.....	
•	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality Citizenship Details Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
Part 2 (c) – Registered Company	
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name	Nationality Citizenship Details Shares
1.....	.....
2.....	.....
3.....	.....
4.....	.....
5.....	.....
Date	Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [*date of submission of tender*] for the supply, installation
and commissioning of [*name and/or description
of the equipment*] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by
these presents that WE of
..... having our registered office at
..... (Hereinafter called “the Bank”), are bound unto
..... [*Name of procuring entity*] (Hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the
Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____
day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of 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)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement 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 the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*Contract price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH 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 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 Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*]
(hereinafter called “the tenderer”) has undertaken , in pursuance of Contract
No. _____ [*reference number of the contract*] dated _____
20 _____ to supply
[*description of goods*] (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 the
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 figure*] 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 or sums within the
limits of [*amount of guarantee*] as aforesaid, without
you 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 _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To

[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable 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.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary