



NATIONAL OPEN TENDER

SUPPLY AND DELIVERY OF NUTRITION SUPPLEMENTS

TENDER NO: KNH/T/55/2018-2020

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

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COPY

KENYATTA NATIONAL HOSPITAL



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KENYATTA NATIONAL HOSPITAL

OPEN NATIONAL TENDERS

Interested eligible candidates may obtain further information and inspect the Tender Documents at the Supply Chain Management Department Room No.6, Administration Block from **Monday to Friday** between **9:00am to 4:00pm**. Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KNH Website (www.knh.or.ke) or Public Procurement Information Portal (www.tenders.go.ke) or visit the office of the Deputy Director, Supply Chain Management. Hard copies can be obtained from the office of the **Deputy Director, Supply Chain Management** located at the Hospital's Main Administration Block Room 6 from **Monday to Friday** between **9.00 a.m. to 4.00 p.m.** upon payment of a non-refundable fee of **Kshs.1,000.00** per tender document via **Mpesa paybill No.626088, Account Number –Name of Supplier** and obtain an official receipt from Cash Office (Administration Block) or bankers Cheque made payable to Kenyatta National Hospital.

Bidders who choose to download the tender documents from the website free of charge should immediately email their name and contact details (cellphone number, email, and company name) to: procurementknh@gmail.com for records and communication of any tender clarifications and addenda.

Completed tender documents must be returned as specified in the tender document and deposited in the Tender Box situated at the **Kenyatta National Hospital Administration Block, ground floor entrance lobby** before **18/9/2018 at 10.00am** and be addressed to:

**The Chief Executive Officer
Kenyatta National Hospital
P.O Box 20723-00202
Nairobi.**

So as to be received on or before 18/9/2018 at 10.00 am.

CHIEF EXECUTIVE OFFICER

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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 VIII.
- 2.1.2 The Kenyatta National Hospital entity's employees, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Hospital 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 Hospital, 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 be **Kshs.1,000/=**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

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) Manufacturer's Authorization Form (where applicable)
- (xii) 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 Hospital in writing or by post at the entity's address indicated in the Invitation to Tender. The Hospital 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 Hospital. Written copies of the Hospital 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 Hospital 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 Hospital, 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 Hospital, 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 Hospital, 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 2.2.1 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 2.2.1 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, make/brand, 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 for atleast 150 days during the tenderers performance of the contract and variations after the prescribed period may not vary by more than 10% of the originally quoted price.
- 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 Hospitals 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 Hospitals 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 2.12 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 product samples , literature, drawings, and data, and shall consist of:

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- (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 Hospital; and
- (c) a clause-by-clause commentary on the Hospital 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 Hospital 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 Hospital 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 **Kshs.150,000.00**.

2.14.3 The tender security is required to protect the Hospital against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8

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 insurance company as per list given by PPRA in the form provided in the tender documents or another form acceptable to the Hospital 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 Hospital 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 Hospital.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30

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 Hospital 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 2.29
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.30

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 Hospital, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Hospital as non responsive.

2.15.2 In exceptional circumstances, the Hospital 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 Hospital shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and as 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:

2.17.3

- (a) be addressed to the Hospital at the following address

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**The Chief Executive Officer
Kenyatta National Hospital
P.o Box 20723 - 00202
Nairobi**

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **18/09//2018 at 10.00 a.m**

2.17.4 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”.

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 no later than **18/09/2018 at 10.00 a.m** .The Hospital 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 Hospital 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 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 Hospital 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 Hospital 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.

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2.20 Opening of Tenders

- 2.20.1 The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend **18/09//2018** at **10.00 a.m** at administration block, Kenyatta National Hospital
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 Hospital, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Hospital 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 Hospital 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 Hospital in the Hospital'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 Hospital 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 No Arithmetical errors will be rectified.
- 2.22.3 The Hospital 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 2.24 the Hospital 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. The Hospital 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 Hospital 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 Hospital 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 Hospital 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 be atleast 30%

2.26 Contacting the Hospital

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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) Hospital's Right to Vary quantities

2.27.5 The Hospital 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

2.27.6 (d) The Hospital 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 Hospital action

Notification of Award

2.27.7 Prior to the expiration of the period of tender validity, the Hospital will notify both the successful and unsuccessful tenderer in writing that its tender has been accepted, or rejected. The reasons for rejection will also be given

2.27.8 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

2.27.9 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Hospital will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 Signing of Contract

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

2.28.2 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.

2.28.3 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Hospital.

2.29 Performance Security

2.29.1 After fourteen (14) days of the receipt of notification of award from the Hospital, the successful tenderer shall furnish the performance security in accordance with the

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Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Hospital.

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

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts In pursuance of this policy ,the Hospital defines, for the purpose of this provision following terms as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of an Hospital 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 Hospital, 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 Hospital of the benefits of free and open competition;

- 2.30.2 The Hospital 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.

- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTR UCTIO NS TO	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Supply and Delivery of Nutrition supplements
2.1.4	Tenderer to provide a declaration on oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices. The Declaration must be signed by Commissioner of Oaths / Magistrate
2.3.2	A complete set of tender document can be obtained from the office of the DD, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs. 1,000.00 per document in the form of Bankers Cheque, Money order payable to Kenyatta National Hospital or Mpesa paybill No.626088, Account Number –Name of Supplier and obtain an official receipt from Cash Office. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website , (www.knh.or.ke or https://supplier.treasury.go.ke , IFMIS portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name to procurement@knh.or.ke or procurementknh@gmail.com for records and communication of any tender clarifications and addenda.
2.5.1	Kenyatta National Hospital shall only send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents.
2.12	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; <ol style="list-style-type: none"> 1. Registered offices and evidence of business premises. 2. A valid Tax compliance certificate which will be verified by KRA TCC checker 3. Evidence that tenderer has the legal capacity to enter into a contract for the procurement; 4. Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; 5. The person is not debarred from participating in procurement t proceedings

2.13.3	Details required as per this clause shall form part of the technical mandatory evaluation criteria. Bidders must fully satisfy this clause
2.14.1	Tender Security shall be denominated in Kenya Shillings and Shall be in: a) A bank guarantee b) Such insurance guarantee approved by the Authority
2.14.2	The tender security to be provided will be Kenya Shillings one Hundred and Fifty Thousand (KES. 150,000) and shall be in forms prescribed in 2.14.1
2.15	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
2.18.1	The day, date and time of closing the tender will be 18 /09/2018 10.00am East African Time
2.19.2	Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email
2.20.1	Tender will be opened on 18 /09/2018 at 10.00am East African Time
2.21.1	The request for clarification and the response shall be in writing though the:- Chief Executive Officer Kenyatta National Hospital P. O Box 20723 – 00202 Nairobi
2.24.7	Preference is not applicable in this tender

2.24 Evaluation and Comparison of Tenders

A. Preliminary Evaluation

2.24	Evaluation and Comparison of Tenders	Documentary Evidence in form of copies.
No	1. Mandatory Requirements	Responsive or Not Responsive
1	Submission of two Tender documents securely bound (Spiral or book) and clearly marked (original and copy) by the tenderer. No loose documents will be accepted	
2	All pages of both (Original & Copy) documents Must be <u>Sequentially Serialized</u> by the tenderer.	
3	Tender form duly completed, signed and stamped.	
4	Business questionnaire duly completed, signed and stamped including declaration of conflict of interest and declaration that tenderer is not debarred from participating in procurement proceedings	
5	Copy of Valid Tax Compliance Certificate/exemption certificate	
6	Copy of Certificate of Incorporation/evidence of registration whichever is applicable	
7	Original Bid bond of at least Kshs. 150,000/= valid for a period of 150 days from date of tender opening	

Tenderers who score 100% will proceed to technical evaluation.

Technical Evaluation – Stage 2 (i) Product Evaluation
Product evaluation will be done on the sample and Literature submitted by the Bidders and will involve following:
1. Evaluation against specifications given in the Tender Documents
2. Original literature, complete and in English language will be evaluated where applicable
3. Products officially will be checked and certified by lab tests in Kemri and NPHLS at tenderers costs on request where applicable
4. Samples must not be expired within the tender validity period.
5. Sample must be presentation of the actual product to be supplied. Sample must have a plain label indicating the tender number and product number.

Sample Submission

Sample submission form should be **filled in duplicate, original to accompany samples & copy attached to tender document where applicable**. All Samples must be submitted **at least** one day before date of closing tenders.

Tenderers who score 100% will proceed to financial evaluation.

Stage 3 Financial Evaluation
Evaluation will involve the following
(a). Determination of evaluated price for each bid using the Following
There will be no corrections of arithmetic errors as per Public Procurement & Assets Disposal Act 2015 Section 82
A Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
Application of any discount offered on the tender
Establish if items quoted for are within prevailing market rates from the known retail outlets & Public Procurement Regulatory Authority price index.
A written undertaking that the prices shall remain valid for 12 months from date of contract in line with the Public Procurement and Asset Disposal Act 2015 section 139(3).
Ranking of Tenders according to their evaluated prices

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 Kenyatta National Hospital 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 Pharmaceuticals, goods, machinery and any other materials which the tenderer are required to supply to the Kenyatta National Hospital under the Contract.
- (d) “The Kenyatta National Hospital” 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 Hospital for the procurement of goods.

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 Hospital 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 Hospital in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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- 3.5.2 The tenderer shall not, without the Hospital 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 Hospital and shall be returned (all copies) to the Hospital on completion of the Tenderer's performance under the Contract if so required by the Hospital.

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital, in the form provided in the tender documents or a bankers cheque
- 3.7.4 The performance security will be discharged by the Hospital 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 Hospital or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Hospital 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 Hospital.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Hospital may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to the Hospital.
- 3.8.4 The Hospital 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 Hospital or its representative prior to 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 Hospital 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 Hospital 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)
Where contract price variation is allowed, index mechanism to adjust prices will be based on

relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices).

3.13.3 Price variation request shall be processed by the Hospital 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 Hospital prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Hospital 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 Hospital 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 periods specified in the Contract, or within any extension thereof granted by the Hospital
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

Language and Law

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

3.19 Force Majeure

- 3.19.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Performance Security:

After fourteen (14) days of the notification of contract award the successful tenderer shall furnish the Hospital with the Performance Bond. The amount of the performance security as a percentage of the Contract price shall be 5%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a bankers cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

4.3 Payment Terms

The method and conditions of payment to the tenderer under this contract shall be as follows:

- (i) payment for the Goods shall be made in Kenya shillings
- (ii) there shall be no advance payment under this contract
- (iii) payments will be made by the Hospital, within ninety (90) days after submission of an invoice and a statement or claim by the tenderer

4.4 Prices

- (a) Index mechanism to adjust prices will be based on relevant public information Cost Price

Index CPI, Inflation, exchange rate and prevailing market Prices).

Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.

- (b) In case of discrepancy between unit price and total price, the unit price shall prevail.

4.5 Delivery of Goods

- (a) Delivery of the goods shall be made by the tenderer to the Hospital's store and in accordance with the time schedule prescribed by the Hospital in the Local Purchase Orders.

- (c) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Hospital in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, the Hospital shall evaluate the situation and may at its

discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by the Hospital by amendment of the Local Purchase Order. However, in the event that such delayance leads the Hospital to procure the same items from other sources the tenderer shall be liable to the Hospital for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.

- (c) Except as provided under the General Conditions of contract paragraph 3.20, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.17 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.
- (d) Upon delivery of the Goods, the tenderer shall notify the Hospital and forward the following documents to the Hospital:
 - (a) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Local Purchase Order number (LPO).
 - (b) Delivery note giving details as (a) above.
 - (c) Certificate of Origin. (where applicable)

The Hospital with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

4.6 Delivery Times:-

Deliveries shall not be made after 3.30 pm unless with special permission by the Chief Executive Officer, Director (CS), Director (Cos) and Deputy Director Supply Chain

Management or any officer authorized person(s) by Deputy Director Supply & Chain Management

4.7 Availability of goods

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

4.8 Standards

- (i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the Hospital's

specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Hospital.

- (ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:
 - (a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or
 - (b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs

4.9 Ownership Transfer:-

Ownership of the goods is transferred to Kenyatta National Hospital after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible but not later than 7 days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.10 Breach of Previous Contract

Tenderers who defaulted on the previous year 2016 / 2018 Kenyatta National Hospital supplies contracts shall not be considered for the particular products/service they defaulted on and failed to deliver.

- 4.11 The Tenderers shall submit a statement confirming that they have not been debarred from supplying goods to other institutions.

4.12 Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

4.13 Execution of Bid Bond.

If the awarded bidder fails to deliver the goods within the prescribed timeline the performance bond will be executed. This will be the difference between total tender price and the total price hospital buys from next lowest.

4.14 Sample Submission

Sample submission form should be filled in duplicate, original to accompany samples & copy attached to tender document.

4.15 Appraisal

A manufacturer, who is not known by the Hospital or is not well recognized by the international community, must provide evidence of certification by a recognized authority

4.16 The hospital may request for a certificate of analysis on time of delivery where necessary.

4.17 The successful tenderer will also be required to provide the Hospital with access to its manufacturing and warehouse facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished dosage forms.

4.18 Hospital has the right to suspend or delete from the tender list any item de-registered by the PPB, withdrawn from the market and or suspected to have caused documented Adverse Drug Reaction (ADR)

4.19 Branding /Labeling of products

Once awarded the tender, supplier shall deliver all products labeled or branded **“KNH NOT FOR SALE”**

SECTION VIII

SCHEDULE OF REQUIREMENTS

The contract for supply and delivery of Nutrition Supplements for two years. Orders will be placed as and when required during the contract period.

SECTION V - SCHEDULE OF REQUIREMENTS

ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
NUT0003	Nutritionally complete liquid diet for diabetic patients on tube feed, with fibre. Providing energy 0.9-1 Kcal per ml, 3.5gm-4.5gm protein per 100 ml with MUFA. (To be supplied as lot with item 17 & 18). shelf life of >6months	500ml package	3000				
NUT0004	Lactose free milk in powder form providing 60-70Kcal/100ml; 1.2gm-1.4gm protein per 100ml; 4-5 types of nucleotides protein;3.3gm-3.5gm fat per 100ml.Whey-Casein ratio 60-70:30-40. Predominant with maltodextrin as carbohydrate source. CHO 7.5gm-10gm. shelf life of >1yr	400gm-500gm tin	500				
NUT0005	Nutritionally complete with MCT peptide liquid	500ml package	2300				

ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
	diet providing nutrition in an easily absorbed form. Providing 3.5gm-5.0 gm protein, 14.0gm-16.0gm CHO and 2.0gm-3.0gm fat per 100 ml. (To be supplied as lot with item 17 & 18). shelf life of >6months						
NUT0008	Paediatric nutritionally complete diet in powder form for children above 2 years of age, Lactose free, providing 2.5gm-5.0gm protein, 10gm-15gm CHO, 2.0gm-5.0 gm fat , 80-100 Kcal per 100ml. shelf life of >1yr	400gm - 500gm tin	700				
NUT0009	Nutritionally complete oral feed with fiber in powder form for impaired glucose tolerance providing 0.9-1Kcal/ml, 3.5gm-4.8gm protein, 8.0gm - 10.0gm CHO, 3.0gm - 5.0gm fat per 100ml. shelf life of	400gm - 500gm tin	665				

ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
	>6months						
NUT0010	High energy protein drink with hydrolyzed protein providing 1.2-1.5Kcal/ml, 3.5gm-4.5gm protein per 100ml, cows' milk protein free, fat free, lactose free and gluten free. Suitable for patients with GIT disturbances. shelf life of >6months	200ml package	1200				
NUT0011	High protein energy sip feed, nutritionally complete to provide 1.2-1.5 Kcal/1ml, 6gm-10gm protein, 12gm-20gm CHO/ 100ml, 5gm-7gm fat/100ml. Shelf life of >6months	200 ml package	1500				
NUT0012	Breast milk fortifier for preterm and low birth weight infants fed on breast milk. Contains 1.0gm-1.4gm protein/100ml. A mixture of BMF and breast milk	200gm - 500gm tin	212				

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ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
	supplies 80-85Kcal/100ml. shelf life of >1yr						
NUT0013	Glutamine enriched powder with minerals. Lactose and gluten free. Contains 50gm-70gm of glutamine, 80 -100 Kcal per 100gm. For catabolic and immune-compromised patients. shelf life of >1yr	15gm-40gm sachet	9983				
NUT0014	Specialised nutritionally complete peptide diet, isotonic and rich in MCT oil for patients with impaired gut function energy 95 -105 protein 3.5 - 4.5g/100ml , 60 - 70% of MCT total fat	400gm - 500gm tin	106				
NUT0015	Nutritionally complete oral Sip feed providing 1 Kcal/ml, 3.5gm-4.0gm protein, and 13.5gm-14.5gm CHO, 3.0gm-4.0gm fat per 100ml. Shelf life of >6months	200ml package	106				

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ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
NUT0016	Nutritionally complete balanced diet for enteral and oral use in powder form. Gluten free, lactose free, supplying 1 Kcal/ml, 3.5gm-4.0gm protein, 3.0gm-3.5gm fat, 13gm-14gm CHO, per 100ml. Should contain 1.1mg-1.5mg zinc and 4.2mcg-5.5mcg selenium per 100ml. shelf life of >1yr	400gm - 500gm tin	7500				
NUT0019	Nutritionally complete peptide based enteral formula for children aged 1 - 10 years for the dietary management of gastrointestinal impaired low residual energy - 90 - 110 Kcals/100ml 2.5 - 3.2g/100ml >50% of MCT per total fat.	400gm - 500gm tin	200				
NUT0021	High energy, high protein oral sip feed for patients with renal insufficiency/impaired	200ml package	425				

				UNIT PRICE	TOTAL AMOUNT	DELIVER Y PERIOD UPON RECEIVI NG OF ORDER	REMARKS
ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019				
	kidney function. To provide approximately 2Kcal/1ml, 8.0gm-10.0gm protein/100ml, 7.0gm-11.0gm fat/100ml, 20gm-23gm CHO/100ml, low electrolytes (Na+ <90mg/100ml, K+ <160mg/100ml). Shelf life of > 6months						
NUT0024	Semi-elemental diet in powder form providing 450-500Kcal/100gm, 18gm-22gm protein per 100gm, with glutamine, BCAA, peptides. Lactose free, gluten free. For oral and tube feed. shelf life of >1yr	20gm-50gm sachet	850				

ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
NUT0025	Nutritionally complete diet in liquid form for patients with head injury, burns, surgery, poor wound healing. Providing at least 1.3-1.6Kcal/ml, 36gm-38 gm protein per 500mls with omega 3 fatty acids. (To be supplied as lot with item 17 & 18). shelf life of >6months	500ml package	5500				
NUT0027	Galactose free, soy based formula for infants aged 0-6 months with galactocemia. Gluten free with soy protein isolate. Providing 60-70Kcal per 100 ml, 6.5gm-6.8gm CHO, 1.4gm-1.7gm protein, 3.2gm-3.6gm fat per 100ml. shelf life of >1yr	400 - 500gm tin	101				
NUT0028	Nutritionally complete high calorie, high protein supplement in powder form. Providing 350-	200gm-500gm tin	2900				

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				UNIT PRICE	TOTAL AMOUNT	DELIVER Y PERIOD UPON RECEIVI NG OF ORDER	REMARKS
ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019				
	400Kcal/100gm, 22gm-26gm protein, 0.3gm-0.7gm fat and 62gm-64gm CHO per 100gm with micronutrients. shelf life of >1yr						
NUT0029	Nutritionally complete high calorie, high protein supplement in biscuit form. Providing 400-450Kcal/100gm, 28gm-31gm protein, 12gm-15gm fat and 45gm-49gm CHO per 100gm. shelf life of >1yr	200gm-500gm tin	1500				
NUT0030	Nutritionally complete liquid diet providing 1kcal per ml, 3.5-4.5 g protein per 100ml, fiber free for tube feeding. (To be supplied as lot with item 17 & 18) shelf life of >6 months	500ml package	637				
NUT0031	Nutritionally complete liquid diet providing 1kcal per ml, 3.5-4.5 g protein per 100 ml, with	500ml package	637				

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				UNIT PRICE	TOTAL AMOUNT	DELIVER Y PERIOD UPON RECEIVI NG OF ORDER	REMARKS
ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019				
	fibre for tube feeding. (To be supplied as lot with item 17 &18) shelf life of >6 months						
NUT0034	Nutritionally complete immune diet enriched with glutamine to give at least 6.5-8.0 g of protein per 100 ml, providing 1- 1.3kcal per ml for tube feeding. (To be supplied as lot with item 17 &18). Shelf life of >6months	500ml package	5000				
NUT0035	Nutritionally complete oral and sip feed for patients with hepatic disease/impaired liver function, to give 3.5gm- 4.2gm of protein/100ml, 12gm-16gm CHO/100ml, 1-1.3Kcal/1ml.High amount of branch-chain- amino acids(40%BCAAs); MCT 2.5gm- 3.0gm/100ml. Shelf life of >6months	200ml package	212				
NUT0038	Nutritionally complete	400-500g	607				

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ITEM CODE	ITEM DESCRIPTION	UNIT OF ISSUE	QTY AWARDED 2018/2019	UNIT PRICE	TOTAL AMOUNT	DELIVERY PERIOD UPON RECEIVING OF ORDER	REMARKS
	feed for pregnant and lactating mothers, in powder form, containing omega 3 fatty acids , prebiotics , folic acid, and vitamin B12, providing 0.5-0.7kcal/ml, 3.0-3.5protein per100ml. Shelf life of >1yr	tin					
NUT0039	Anti-regurgitation infant formula from birth onwards for patients with gastro esophageal reflux disease (GERD), with protein 1.2-1.4g per 100ml, fat 3.3-3.7g per100ml, CHO 5.5-7.5g per100ml and 3-5 nucleotides. Shelf life of >1yr	400-500g tin	334				
NUT0040	A multivitamin syrup containing oil (Omega 3 fatty acids) and essential vitamins for children and adults. Vit A(20,000-50,000IU), Omega 3-(1500-4000mg) per 100ml	100-200ml	500				

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SECTION X - STANDARD FORMS

10.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[Name and address of Hospital]

Gentlemen and/or Ladies:

1. Having examined the tender documents including all addendum the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver (..... *(insert item description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)*)

2. We undertake, if our Tender is accepted, to deliver the item 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 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed Kenya National Hospital.

4. We agree to abide by this Tender for a period of 120 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 _____

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) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 – General:

Business Name

.....

..... Location of business premises.

.....

Plot No.....

Street/Road

Postal Address Tel No.

company Mobile E mail address.....

Contact Person Mobile.....

Complete part 2(a), 2(b) or 2(c)

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.....			

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.....			

Mandatory

Part 3 (a) – *Pursuant* to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

I /we the Director(s) of Company/Firmhereby
declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta
National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details	Signature
1.....			
2.....			
3.....			
4.....			
5.....			

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details	Signature
1.....			
2.....			
3.....			
4.....			
5.....			

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

SignDate Stamp.....

7.2 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)

7.3 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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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 _____)

7.4 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]

(Amend accordingly if provided by Insurance Company)

7.5 BANK GUARANTEE FOR ADVANCE PAYMENT

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 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]

7.6 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 an authorized person.

7.8. 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.

7.6.1 Please acknowledge receipt of this letter of notification signifying your acceptance.

7.6.2 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.

7.6.3 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

Telegram: "MEDSUP," Nairobi
HOSPITAL

Tel.: 2726300-9
Fax: 2725272



KENYATTA NATIONAL

P.O. Box 20723- 00202-KNH
NAIROBI

BANK DETAILS FORM

**INSTITUTION/COMPANY
NAME:**

--

ADDRESS

OFFICIAL STAMP

(1)

(2)

**AUTHORIZED PERSONS
NAME**

POSITION

TELEPHONE NO.

SIGNATURE

DATE

ACCOUNT NO.:

--

BANK NAME:

BANK CODE

--	--

BRANCH NAME:

BRANCH CODE

--	--

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORISED SIGNATORY:

1)	2)
----	----

BANKERS STAMP:

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF20.....

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

MPLE SUBMISSION FORM

TENDER NO			DESCRIPTION OF GOODS			CLOSING DATE		
KNH/T/ 55 /2018-2020			SUPPLY&DELIVERY OF NUTRITIONAL SUPPLEMENTS			18/09/2018		
Sample Registration No	Date of Receipt of Sample	Catalogue, Part or Reference No	Description of Sample	Quantity	Name of Candidate	Received by (name/signature)	Date Returned to Candidate	Name, signature & ID No of Candidate

