



KENYATTA UNIVERSITY TEACHING,
REFERRAL & RESEARCH HOSPITAL (KUTRRH)

TENDER FOR SUPPLY AND DELIVERY OF
PHARMACEUTICALS (GENERIC)

TENDER NO:

KUTRRH /TNDR/G/011/SDBGP/2022-2023

CLOSING DATE: WEDNESDAY 16TH NOVEMBER, 2022 AT 10.00 A.M.

**BIDDERS ARE ENCOURAGED TO READ THROUGH THE TENDER DOCUMENT BEFORE
MAKING THE BID.**

TABLE OF CONTENTS

PREFACE	iii
APPENDIX TO THE PREFACE	iv
GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS	iv
1. GENERAL.....	iv
2. PART 1 - TENDERING PROCEDURES.....	iv
3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS.....	v
4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS.....	v
INVITATION TO TENDER	vii
Section I - Instructions to Tenderers	1
A General Provisions	1
1 Scope of Tender	1
2 Fraud and Corruption	1
3 Eligible Tenderers	1
4 Eligible Goods and Related Services.....	3
B Contents of Request for Tenders Document	3
5 Sections of Tendering Document	3
6 Clarification of Tender Document.....	4
7 Amendment of Tender Document.....	4
C Preparation of Tenders	5
8 Cost of Tendering.....	5
9 Language of Tender.....	5
10 Documents Comprising the Tender	5
11 Form of Tender and Price Schedules.....	5
12 Alternative Tenders	6
13 Tender Prices and Discounts.....	6
14 Currencies of Tender and Payment.....	7
15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services	7
16 Documents Establishing the Eligibility and Qualifications of the Tenderer.....	7
17 Period of Validity of Tenders.....	8
18 Tender Security	8
19 Format and Signing of Tender	9
D Submission and Opening of Tenders	9
20 Sealing and Marking of Tenders	9
21 Deadline for Submission of Tenders	10
22 Late Tenders	10
23 Withdrawal, Substitution, and Modification of Tenders.....	10
24 Tender Opening.....	10
E Evaluation and Comparison of Tenders	11
25 Confidentiality.....	11
26 Clarification of Tenders	11
27 Deviations, Reservations, and Omissions.....	12
28 Determination of Responsiveness	12
29 Non-conformities, Errors and Omissions	12
30 Correction of Arithmetical Errors	13
31 Conversion to Single Currency	13
32 Margin of Preference and Reservations.....	13
33 Evaluation of Tenders.....	13

35.	Abnormally Low Tenders	14
36.	Abnormally High Tenders	14
37.	Post Qualification of the Tenderer.....	15
38.	Lowest Evaluated Tender	15
39.	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All.....	15
F.	Award of Contract	15
40.	Award Criteria	15
41.	Notice of Intention to enter into a Contract.....	16
42.	Standstill Period.....	16
43.	Debriefing by the Procuring Entity	16
44.	Letter of Award.....	16
45.	Signing of Contract	16
46.	Performance Security	16
47.	Publication of Procurement Contract	17
48.	Procurement Related Complaint	17
	SECTION II – TENDER DATA SHEET (TDS).....	18
	SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....	22
1.	General Provisions	22
2.	Evaluation of Tenders (ITT 33)	22
3.	MARGIN OF PREFERENCE.....	25
4.	Post Qualification of Tenderers (ITT 37)	25
	SECTION IV - TENDERING FORMS.....	28
	Form of Tender	29
	Certificate of Independent Tender Determination.....	32
	Self-declaration Forms... ..	33
	Appendix 1 - Fraud and Corruption	36
	Tenderer Information Form.....	38
	Tenderer's Eligibility- Confidential Business Questionnaire Form.....	39
	Tenderer's JV Members Information Form.....	42
	Price Schedule Forms.....	43
	FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE	49
	FORM OF TENDER SECURITY (INSURANCE GUARANTEE)	50
	FORM OF TENDER-SECURING DECLARATION	51
	MANUFACTURER'S AUTHORIZATION FORM	52
	PART 2: SUPPLY REQUIREMENTS.....	53
	Section V - Schedule of Requirements.....	53
	Notes for Preparing the Schedule of Requirements	53
1.	List of Goods and Delivery Schedule.....	54
2.	List of Related Services and Completion Schedule.....	55
3.	Technical Specifications.....	56
4.	Drawings	58
5.	Inspections and Tests.....	59
	PART 3 - CONTRACT.....	60
	SECTION VI - GENERAL CONDITIONS OF CONTRACT	61
	SECTION VII - SPECIAL CONDITIONS OF CONTRACT.....	74
	SECTION VIII - CONTRACT FORMS	78
	FORM No. 1: NOTIFICATION OF INTENTION TO AWARD	79
	FORM No. 2: REQUEST FOR REVIEW.....	82
	FORM No. 3: LETTER OF AWARD.....	82
	FORM No. 4 - CONTRACT AGREEMENT.....	84
	FORM No. 5 - PERFORMANCE SECURITY [Option 1- Unconditional Demand Bank Guarantee] ...	85

FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]..... 86
FORM No. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee] 88
FORM No. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM 88



***KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH HOSPITAL
(KUTRRH).***

P.O BOX 7674-00100

NAIROBI.

Tender for Supply and Delivery of Pharmaceuticals (Generics)

TENDER NUMBER: KUTRRH /TNRD/G/011/SDBGP/2022-2023

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Kenyatta University Teaching, Referral & Research Hospital.

Northern By-pass Road, Kahawa West Nairobi

P.O BOX 7674-00100 NAIROBI

CHIEF EXECUTIVE OFFICER, TEL: 1558

Email: procurement@kutrrh.go.ke

2) Invitation to Tender (ITT) No KUTRRH /TNRD/G/011/SDBGP/2022-2023

***3) Tender Name: Tender for Supply and Delivery of Pharmaceuticals
(Generics)***

INVITATION TO TENDER

PROCURING ENTITY: KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH HOSPITAL (KUTRRH).

CONTRACT NAME AND DESCRIPTION: *Tender for Supply and Delivery of Pharmaceuticals(Generics)*

1. *Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites sealed tenders for the Tender for Supply and Delivery of Pharmaceuticals(Generics)*
2. Tendering will be conducted under **open competitive method (national) from Local registered suppliers** using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. **“Tenderers will be allowed to tender for all the items”.**
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours ***Kenyatta University Teaching, Referral and Research Hospital P.O. Box 7674- 00100, Nairobi, located along Northern By-pass, Kahawa West, Administration Block First floor, and Procurement Department during normal working hours(8:00a.m.-5:00p.m.).***
5. A complete set of documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of (***Kshs 1,000/-***) in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) www.kutrrh.go.ke. Tender documents obtained electronically will be free of charge.
6. Tender documents may be viewed and downloaded for free from the website www.kutrrh.go.ke Bidders who download the document from KUTRRH Website MUST register their interest immediately by sending an email to Main procurement@kutrrh.go.ke stating their names, email, postal and telephone address to facilitate any further clarification or addendum.
7. All Tenders ***must be accompanied by a “tender Security” of Kshs. 100,000***
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **Kenyatta University Teaching, Referral and Research Hospital**, Main Hospital Building, Ground Floor so as to be received on or before ***Wednesday 16th November, 2022 at 10:00 AM.*** Electronic Tenders ***will not*** be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. The addresses referred to above are:
Address for obtaining further information and for purchasing tender documents
Kenyatta University Teaching, Referral & Research Hospital.
Northern By-pass Road, Kahawa West Nairobi
P.O BOX 7674-00100 NAIROBI
CHIEF EXECUTIVE OFFICER, telephone number: 1558 and Email procurement@kutrrh.go.ke

A. Address for Submission of Tenders.

- (1) Kenyatta University Teaching, Referral & Research Hospital.
- (2) Northern By-pass Road, Kahawa West Nairobi
- (3) P.O BOX 7674-00100 NAIROBI
- (4) CHIEF EXECUTIVE OFFICER, telephone number: 1558 and Email procurement@kutrrh.go.ke

B. Address for Opening of Tenders.

2. Kenyatta University Teaching, Referral & Research Hospital.
3. Northern By-pass Road, Kahawa West Nairobi P.O BOX 7674-00100 NAIROBI

KUTRRH adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately to any of the provided anonymous hotline service.

[Authorized Official (name, designation, Signature and date)]

Name: Chief Executive Officer

Tel: 1558

Date: 31st October 2022

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A **General Provisions**

1. **Scope of Tender**

11 KUTRRH as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.

12 Throughout this tendering document:

- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. **Fraud and Corruption**

21 KUTRRH requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

22 KUTRRH requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

23 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, KUTRRH shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. **Eligible Tenderers**

31 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*wives, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

- b) receives or has received any direct or indirect subsidy from another Tenderer; or
- c) has the same - representative or ownership as another Tenderer; or
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of KUTRRH regarding this Tendering process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by KUTRRH or Procuring Entity for the Contract implementation; or
- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS ITT 1.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of KUTRRH (or of the project implementing agency, who:
 - (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to KUTRRH throughout the Tendering process and execution of the Contract.

- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the [PPRA's website www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as KUTRRH shall reasonably request.
- 310 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 KUTRRH 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.
- 311 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration

requirements shall be defined in the **TDS**

312 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

313 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

41 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.

42 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.

43 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

44 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

45 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5 Sections of Tendering Document

51 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by KUTRRH is not part of the tendering document.

53 Unless obtained directly from the Procuring Entity, KUTRRH is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if

any), or addenda to the tendering document in accordance with ITT7.

54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6 Clarification of Tendering Document

61 A Tenderer requiring any clarification of the Tender Document shall contact KUTRRH in writing at KUTRRH address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. KUTRRH will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. KUTRRH shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, KUTRRH shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, KUTRRH shall amend the Tender Documents following the procedure under ITT 7.

62 KUTRRH shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach KUTRRH not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 KUTRRH shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by KUTRRH exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7 Amendment of Tendering Document

71 At any time prior to the deadline for submission of Tenders, KUTRRH may amend the tendering document by issuing addenda.

72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from KUTRRH in accordance with ITT 6.3. KUTRRH shall also promptly publish the addendum on KUTRRH web page in accordance with ITT 7.1.

73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, KUTRRH may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8 Cost of Tendering

81 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KUTRRH shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9 Language of Tender

91 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied

by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10. Documents Comprising the Tender

101 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the **TDS**.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

12. Alternative Tenders

12.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation

shall not be rejected, but the price adjustment shall be treated as zero.

- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit KUTRRH right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
 - I) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - i) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
 - b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
 - c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
 - d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Tender and Payment

141 The currency(ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the

Kenya Shilling.

143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by KUTRRH in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to KUTRRH satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to KUTRRH satisfaction:

- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

171 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by KUTRRH in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by KUTRRH as non-responsive.

172 In exceptional circumstances, prior to the expiration of the Tender validity period, KUTRRH may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender

evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a letter of credit; or
- v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless KUTRRH has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by KUTRRH prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by KUTRRH as non-responsive.

186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. KUTRRH shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

188 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.

189 Where tender securing declaration is executed, KUTRRH shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

1810 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.

1811 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the

Tender, in the number **specified in the TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

192 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.

195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

201 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to KUTRRH and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

202 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

203 Where a tender package or container cannot fit in the tender box, KUTRRH shall:

- a) Specify in the **TDS where** such documents should be received.
- b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

204 If an envelope or package or container is not sealed and marked as required, KUTRRH will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21 Deadline for Submission of Tenders

21.1 Tenders must be received by KUTRRH at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

21.2 KUTRRH may, at its discretion, extend the deadline for the submission of Tenders by amending the

tendering document in accordance with ITT7, in which case all rights and obligations of KUTRRH and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Tenders

221 KUTRRH shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by KUTRRH after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23 Withdrawal, Substitution, and Modification of Tenders

231 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) received by KUTRRH prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

233 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

234 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

24 Tender Opening

241 Except as in the cases specified in ITT 23, KUTRRH shall, at the Tender opening, publicly open and readout all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

242 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

243 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

244 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as KUTRRH may consider appropriate.

246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of KUTRRH to sign shall be specified in the **TDS**.

247 KUTRRH shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).

- 24.8 KUTRRH shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.

24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

25.2 Any effort by a Tenderer to influence KUTRRH in the evaluation or contract award decisions may result in the rejection of its Tender.

25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact KUTRRH on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, KUTRRH may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KUTRRH shall not be considered. KUTRRH request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by KUTRRH in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in KUTRRH request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 KUTRRH determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 28.2.

28.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

- ii) limit in any substantial way, inconsistent with the tendering document, KUTRRH rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

282 KUTRRH shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

283 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by KUTRRH and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

291 Provided that a Tender is substantially responsive, KUTRRH may waive any non-conformities in the Tender.

292 Provided that a Tender is substantially responsive, KUTRRH may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

293 Provided that a Tender is substantially responsive, KUTRRH shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, KUTRRH shall use its best estimate.

30. Arithmetical Errors

301 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

302 Provided that the Tender is substantially responsive, KUTRRH shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

303 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**.

32. Margin of Preference and Reservations

321 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

322 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international

tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

323 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

324 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33 Evaluation of Tenders

331 KUTRRH shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, KUTRRH shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, KUTRRH shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

335 KUTRRH evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

336 KUTRRH's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and

Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34 Comparison of Tenders

34.1 KUTRRH shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35 Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with KUTRRH as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, KUTRRH shall seek written clarification from the Tenderer, including a detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that KUTRRH determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, KUTRRH shall reject the Tender.

36 Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that KUTRRH is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, KUTRRH shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. KUTRRH may also seek written clarification from the tenderer on the reason for the high tender price. KUTRRH shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, KUTRRH may accept or not accept the tender depending on KUTRRH budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, KUTRRH shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If KUTRRH determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), KUTRRH shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37 Post-Qualification of the Tenderer

37.1 KUTRRH shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event KUTRRH shall

proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

- 38.1 Having compared the evaluated prices of Tenders, KUTRRH shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) most responsive to the Tender document; and
 - b) the lowest evaluated price.

39. KUTRRH's Right to Accept Any Tender, and to Reject Any or All Tenders.

- 39.1 KUTRRH reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

- 40.1 KUTRRH shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. KUTRRH's Right to Vary Quantities at Time of Award

- 41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

42. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period KUTRRH shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

- 43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where standstill period applies, it shall commence when KUTRRH has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

- 44.1 On receipt of KUTRRH Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to KUTRRH for a debriefing on specific issues or concerns regarding their tender. KUTRRH shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, KUTRRH shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, KUTRRH shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless KUTRRH has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event KUTRRH may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

47.3 Performance security shall not be required for a contract, if so specified in the **TDS**.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, KUTRRH shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: <i>KUTRRH/TNDR/G/011/SDBGP/2022-2023</i> The Procuring Entity is: <i>KENYATTA UNIVERSITY TEACHING, REFERRAL & RESEARCH HOSPITAL (KUTRRH)</i> The name of the Contract is: <i>Tender for Supply and Delivery of Pharmaceuticals(Generics)</i> The number and identification of lots (contracts) comprising this Invitation for Tenders is <i>KUTRRH/TNDR/G/011/SDBGP/2022-2023</i>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>[1]</i>
ITT 3.7	A list of debarred firms and individuals is available on the PPRA’s website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with NOT APPLICABLE
B. Contents of Tendering Document	
ITT 6.1	(a) Address where to send enquiries is procurement@kutrnh.go.ke to reach the Procuring Entity not later than 9th November 2022 at 1100HRS(KENYAN TIME) . (b) The Procuring Entity publish its response at the website www.kutrnh.go.ke
ITT 6.2	A pre-tender conference will NOT BE HELD
ITT 6.3	The questions to reach the Procuring Entity not later than 9th NOVEMBER 2022 at 1100HRS (KENYAN TIME)
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website.
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional documents not already listed in ITT 11.1 that must be submitted with the Tender]</i>
ITT 12.1	Alternative Tenders “ <i>shall not be</i> ” considered.
ITT 13.5	The prices quoted by the Tenderer “ <i>shall not</i> ” be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot.
ITT 13.8 (a) (i) and (iii)	Place of final destination: <i>Kenyatta University Teaching, Referral & Research Hospital.</i> <i>Northern By-pass Road, Kahawa West Nairobi</i> <i>P.O BOX 7674-00100 NAIROBI</i>
ITT 13.8 (a) (iii)	Final Destination (Project Site): <i>Kenyatta University Teaching, Referral & Research Hospital.</i> <i>Northern By-pass Road, Kahawa West Nairobi</i>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	P.O BOX 7674-00100 NAIROBI
ITT 13.8 (b) (i)	Named place of destination, in Kenya is _____ <i>Kenyatta University Teaching, Referral & Research Hospital.</i> <i>Northern By-pass Road, Kahawa West Nairobi</i> <i>P.O BOX 7674-00100 NAIROBI</i> _ _ _
ITT 13.8 (b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is KUTRRH's premises.
13.8 (c) (iv)	The place of final destination (Project Site) is <i>Kenyatta University Teaching, Referral & Research Hospital.</i> <i>Northern By-pass Road, Kahawa West Nairobi</i> <i>P.O BOX 7674-00100 NAIROBI</i>
ITT 14.2	Foreign currency requirements not allowed.
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts):
ITT 16.2 (a)	Manufacturer's authorization is: <i>"required"</i>
ITT 16.2 (b)	After sales service is: <i>"not required"</i>
ITT 17.1	The Tender validity period shall be <i>[180]</i> days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) <i>By 0% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</i> (ii) <i>By 0% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</i>
ITT 18.1	<i>[If a Tender Security shall be required,</i> <i>A Tender Security ["shall be"] required.</i> <i>A Tender-Securing Declaration [insert "shall be" or "shall not be"] required.</i> <i>If a Tender Security shall be required, the amount and currency of the Tender Security shall be <u>Kshs. 100.000</u></i>
ITT 19.1	In addition to the original of the Tender, the number of copies is: <i>1 copy.</i>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>Power of Attorney.</i>
	D. Submission and Opening of Tenders
ITT 21.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <i>Kenyatta University Teaching, Referral & Research Hospital.</i> <i>Northern By-pass Road, Kahawa West Nairobi</i> <i>P.O BOX 7674-00100 NAIROBI</i> <i>CHIEF EXECUTIVE OFFICER, TEL: 1558</i> <i>Email: procurement@kutrrh.go.ke</i> The deadline for Tender submission is: Date: <i>Wednesday 16th November, 2022</i> Time: <i>10:00AM (Kenyan Time)</i> tenderers <i>"shall not"</i> have the option of submitting their Tenders electronically.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 24.1	The Tender opening shall take place at: Attention: Chief Executive Officer Kenyatta University Teaching, Referral & Research Hospital. Northern By-pass Road, Kahawa West Nairobi P.O BOX 7674-00100 NAIROBI CHIEF EXECUTIVE OFFICER, TEL: 1558 Email: procurement@kutrnh.go.ke Date: <i>Wednesday 16th November, 2022</i> Time: <i>10:00AM (Kenyan Time)</i>
ITT 24.6	The number of representatives of the Procuring Entity to sign is two (2).
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below:
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <i>[US Dollars]</i> The source of exchange rate shall be: <i>[the Central Bank in Kenya.]</i> The date for the exchange rate shall be: <i>[Wednesday 16th November, 2022].</i>
ITT 32.3	A margin of preference and/or reservation <i>["shall not"]</i> apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations NONE who shall be duly registered with <i>(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which group qualifies).</i>
ITT 33.2	Price evaluation will be done for The whole tender
ITT 33.2 (d)	Additional evaluation factors are
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i> (a) Deviation in Delivery schedule: <i>[No]</i> (b) Deviation in payment schedule: <i>[No.]</i> (c) the cost of major replacement component, mandatory spare parts, and service: <i>[Yes]</i> (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>[Yes]</i> (e) Life cycle costs: the costs during the life of the goods or equipment <i>[Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i> (f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i>
F. Award of Contract	
ITT 41.1	The maximum percentage by which quantities may be increased is: <i>[15%]</i> The maximum percentage by which quantities may be decreased is: <i>[15%]</i>
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so required shall be in the sum of 10% of Contract Sum

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>Chief Executive Officer</i> Title/position: <i>[insert title/position]</i> Procuring Entity: <i>KUTRRH</i> Email address: info@kutrrh.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

A	PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT	REMARKS
A1	Copy of Certificate of Incorporation/Registration Certificate	YES/NO
A2	Copy of Valid Current KRA TAX Compliance Certificate. Subject to TCC Checker.	YES/NO
A3	Copy of PIN Certificate from KRA indicating relevant tax obligation(s)	YES/NO
A4	Copy of certified current CR12/CR13 (Generated within the last one (1) month from tender closing date).	YES/NO
A5	Submit a copy of current business License of where the business is Located	YES/NO
A6	Submit tender security of Kshs. 100,000(From a reputable bank or Insurance Firm regulated by Insurance Regulatory Authority) Valid for a period of 180 days from date of tender opening	YES/NO
A7	Bid submitted in two copies clearly marked “Original” and “copy”	YES/NO
A8	Bidder must Submit a Duly Filled, signed and stamped confidential business questionnaire	YES/NO
A9	Bidder must Submit a written declaration that the bidder has not been debarred from participating in public procurement	YES/NO
A10	Bidders should have their documents sequentially paginated/serialized to ensure compliance with section 74 (1) (i) Public Procurement and Asset Disposal Act 2015. (in format 1,2,3,4 to the last page).	YES/NO
A11	Duly filled, signed and stamped form of tender	YES/NO
A12	Must submit a valid wholesale dealers license and /or manufacturers license where applicable from pharmacy and poisons board. Subject to confirmation by PPB	YES/NO
A13	Must submit Valid Annual Practice License of the Superintendent Pharmacist from pharmacy and poisons board. Subject to confirmation by PPB	YES/NO
A14	Must submit valid Premises registration certificate by the Pharmacy and Poisons Board. Subject to confirmation by PPB	YES/NO
A15	Must submit bank reference letter stating your credit worthiness.	YES/NO
A16	Provide reference letters from at least five (5) organizations where you have supplied pharmaceutical products.	YES/NO

NOTE:

- **ALL MANDATORY REQUIREMENTS (EXCEPT A7) MUST BE CERTIFIED BY A COMMISSIONER OF OATHS**
- **SAMPLES WILL ONLY BE REQUIRED FROM BIDDERS THAT WILL HAVE PASSED PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT STAGE (YES/NO CRITERIA) AND TECHNICAL EVALUATION STAGE (PASSMARK 80%).**

Technical Evaluation (Total: 100 Marks)

SNO	REQUIREMENTS	MARKS	MARKS AWARDED
1.	Valid pharmacist superintendent practicing license by pharmacy and poisons board (subject to checking) certified by commissioner of oaths	10	
2.	Valid premises registration by Pharmacy and Poisons Board (subject to checking) certified by commissioner of oaths	10	
3.	Provide reference letters from at least five (5) organizations preferably public institutions/entities where you have supplied pharmaceutical products (2 marks for each letter that will be subject to confirmation) certified by commissioner of oaths	10	
4.	Attach audited bank accounts for the last three years 2019,2020 and 2021 certified by commissioner of oaths 5 marks for each year	15	
5.	Maximum accumulative volume of business handled (Must attach LPO's/Contracts signed and stamped) (Subject to confirmation) Business handled in the last three years A.) above 5 million-40 marks B.)3-4million-25 marks C.) 1-2million-10marks D.)Below 1 Million- 5marks	40	
6.	Attach certified copy by commissioner of oaths of bank reference letter stating your credit worthiness	15	
TOTAL 100 points (pass mark 80points)		100	

SAMPLES FOR THE BIDDERS WHO QUALIFY (ATTAINED REQUIRED 80% PASSMARK) FOR TECHNICAL EVALUATION WILL BE REQUIRED TO BE PROVIDED WITHIN 48 HRS OF COMMUNICATION TO ENABLE TECHNICAL EVALUATION.

Tenderers must submit samples that meet technical specifications and representing the products quoted for in all characteristics in original packaging, bearing the original label, package insert and product monograph and a summary of relevant product characteristics.

The following will be evaluated at this stage;

1. Regulatory Approval (import permits are only for orphan drugs)-15 marks
2. International non-proprietary name [INN] or British Approved Name [BAN]-5marks
3. Acceptable compendia or monograph (BP, USP, French VIPAL, International Pharmacopoeia, Innovator products) where applicable-5marks
4. Name & address of manufacturer -5 marks
5. Pharmaceutical formulation, strength of active ingredients & unit of issue-5 marks
6. Batch number, manufacture & expiry dates-10 marks
7. Storage instructions-10 marks
8. Direction for use including route of administration, instructions for reconstitution, dilution & stability information in English-5 marks
9. Integrity of external & internal packages, labels & closures-5 marks
10. Dispensing measures, accessories & ease of use- 5 marks
11. Consistency & uniformity of formulation & colour-5 marks
12. Marketing authorization 15 marks

13. No documented poor quality report-5 marks
14. Original information literature, complete and in English language, must accompany each product-5 marks

b) Samples must:

- i. Not be expired within the tender validity period.
- ii. Be the actual presentation of the product to be supplied.
- iii. Have a plain label bearing the tender number and product code as indicated in the price schedule.

REQUIRED SAMPLES WILL HAVE TO MEET A PASSMARK 95% TO PROCEED TO THE FINANCIAL EVALUATION

FINANCIAL EVALUATION

C	FINANCIAL EVALUATION	
	<ul style="list-style-type: none"> • Financial Evaluation will be carried out on lowest cost basis per item • Kenyatta University Teaching, Referral and Research Hospital will award the items to the lowest evaluated responsive bidder. • If there is a tie on the lowest quoted price between two firms; the contract quantities may be equally shared or the proceeding may be subjected to competitive negotiation. • Unrealistic low or high prices shall be rejected as may be guided by prevailing market price. 	

Note:

Immunosuppressant and cytotoxic medicines in Schedule of requirements under section VIII shall be evaluated and considered as a lot for items with same active ingredient but having different strengths. The volume indicated for syrups, suspensions, elixirs is the minimum volume acceptable.

TECHNICAL SPECIFICATIONS

Documentary evidence of qualifications to perform contract

Bidders must provide the following documentary evidence of the Tenderer's qualifications to perform the Contract if its bid is accepted.

- a) That in the case of a bidder offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:-
 - i. Is incorporated in the country of manufacture of the goods
 - ii. Has received satisfactory GMP inspection certificate in line with the WHO certificate scheme on pharmaceuticals from a recognized national regulatory authority.
- b) That, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce,
 - i. That the Tenderer has been duly authorized by a manufacturer of the Goods that meets the set Criteria to supply the Goods to the Hospital and
 - ii. That the Tenderer has a valid wholesale dealer's license from PPB.
- c) The Tenderer has a duly qualified registered Superintendent Pharmacist with a valid annual practicing certificate.
- d) That the Tenderer's premises have been registered by the PPB.

Certificates

Certificates of analysis should:

- a) Be written/translated in English Language
- b) Bear the letter head of the manufacturer or accredited laboratory as stated on the Tenderer's quotation.
- c) Indicate the Pharmacopoeia Standard used for analysis or in-house analytical methods used.
- d) Have the products generic (non-proprietary) name, strength and unit pack conspicuously displayed on the certificate.
- e) Have actual values of test results indicated against each test. A general indication of the word "complies" or "conforms" is not sufficient
- f) Must accompany every batch delivered to the hospital after award

All certificates granted to distributors and or manufactures from the country of origin or /and recognized regulatory authorities should be valid and clear.

The certificate of pharmaceutical product and good manufacturing practice should be issued by the national competent authority of the country of origin or a recognized regulatory authority as communicated in the WHO certification scheme on the quality of pharmaceutical products moving in the international commerce.

Certificate of pharmaceutical product and good manufacturing practice should indicate:

- a) That the manufacturers have been approved and registered by the National Health authority as a manufacturer of pharmaceutical drugs
- b) The types of pharmaceutical dosage forms approved for manufacture
- c) That the manufacturing plant in which the products are produced is subject to inspection at regular intervals.
- d) That the manufacturer conforms to requirements of good manufacturing quality control as recommended by WHO in respect of products to be sold or distributed in the country of origin or to be exported.
- e) Name of the product and dosage form
- f) The name and amount of active ingredient and all, other ingredients
- g) That the product is freely sold in the country of origin, if not, the reasons should be clearly stated.
- h) The date the certificate is issued and the period of its validity.

All certificates indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on the closing date. Any bid not accompanied by the certificates shall be rejected as non-responsive.

Standards of Quality Assurance for Supply

All products must:

- a) Be manufactured in conformity with the latest edition of British, International, United States, French or European Pharmacopoeia. If the product is not included in the specified Compendia, the Bidder upon being awarded the order must provide the reference standards and testing protocols to allow for quality Control.
- b) Be manufactured in accordance with Good Manufacturing Practice (GMP)
- c) Be registered by the Kenya Pharmacy & Poison's Board, and the registration status must be current.
- d) Meet the requirements of manufacturing legislation and regulation of pharmaceuticals and medical products in the country of Origin.
- e) Have clear directions for reconstitution, dilution, storage and stability of the resulting product where applicable. Storage must be specified in values both before and after reconstitution where applicable.

In all case tenderers to the Hospital who succeed to win an item or more in price and other preliminary evaluation parameters, the Hospital reserves the right to send samples to a nationally recognized and competent laboratory for quality control test. In such case, the tenderers shall cover the expense upon request by the Hospital.

The successful Bidder will be required to furnish to the Hospital:

- i. Batch certificates of each batch of drugs supplied.
- ii. A certificate of analysis for each batch consignment delivered if requested.
- iii. Assay methodology of any or all tests if requested.
- iv. Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request.
- v. Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- vi. Ensure the Goods arrive at the port of entry (for imported pharmaceuticals or vaccines) or ex-factory with a remaining shelf life of at least two thirds of the total stipulated shelf life.

Product information

The Pharmaceuticals and Vaccines to be purchased by the Hospital under this invitation for bids are

included in the Hospital's Formulary. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the manufacture and Quality Control of Drugs").

Product Specifications must include dosage form (e.g. tablet, liquid, injectable, emulsion, suspension, etc) and the medicine content (exact number of mg, micrograms or % v/v with acceptable range). The product should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL Pharmacopoeia or the International Pharmacopoeia. In case the Pharmaceuticals or Vaccine product is not included in the specified compendium, the Supplier, upon award of the contract, must provide the reference standards and testing protocols to allow for quality control testing. Manufacturers and suppliers of originator products may provide copies of patent documents as evidence.

Certificate of quality control of sterility, pyrogenicity, Acute toxicity and physicochemical tests shall be provided on request.

Method of analysis of the same accompanied with the samples, if different method of analysis is used than indicated in USP or BP, should be submitted along with the offer.

The following information will be required, for each product offered by the tenderer:

- a) INN (International Non-proprietary Name)
- b) Pharmaceutical formulations, Presentation, strength, quantity in each container
- c) Country of origin, name and address of the Manufacturer
- d) Pharmacopoeia or other applicable compendia standards
- e) Batch Number, manufacture & expiry dates
- f) Minimum storage requirements as values both before and after reconstitution
- g) Any Food & Food or Drug & Drug interactions
- h) Any expected side effects, cautionary notes and contraindications.

Failure to include any of this information shall, at the discretion of the Hospital, disqualify the bid.

Specific

The following are some of the packaging condition for the tender: -

a) Infusions

For all plastic containers a study at least covering sterility, pyrogenicity, acute toxicity and physicochemical test should accompany the offer during the supply of the products. The concentration of electrolytes shall be stated on the label in milli equivalent (Meq). The label of the product shall also indicate the quantity of ingredients in terms of weight or percentage concentration.

b) Ampoules and Vials

Ampoules must be packed in rigid paperboard boxes, strong enough to resist crushing during transportation and storage in units of 5, 10 or similar multiples up to a maximum of 100 (10x 10). All ampoules must have a break line and be easy to break.

c) Topical preparations

Content with less than 50gm shall be packed in leak-proof collapsible metallic or plastic tube, for volumes above 50gm in aluminum foil or plastic jars with close fittings caps or slip on lids. Each individual tube must

be packed in a rigid paper board box and labeled appropriately

d) Elixir, Oral Suspension & Syrup

These should be packed in tamper proof cap amber colored glass or non-transparent plastic bottles, with appropriate dispensing measure in each pack, packed in well-padded strong carton. Bottles of powder for oral suspension should have a clear marking to show the required volume and or clear direction for reconstitution. The cap and stopper on every bottle should be watertight and leak-proof.

e) Tablets, Capsules, Caplets

These should be packed in blister pack or laminated aluminum foil, packed in well closed and light resistant containers of appropriate size. The containers should be tamper-proof and sealed. Any loose packing must be accompanied by an acceptable justification from the manufacturer.

f) Suppositories, pessaries

These must be packed in ready to dispense patient packs accompanied by suitable applicator for use in administration. Each must be individually sealed and packed.

Tertiary Packaging

- a) Tertiary packaging shall be undertaken in five-ply cartons, duly labeled and marked. The shapes of the cartons must be consistent and complementary to allow stacking.
- b) The cartons must have consistent dimensions of length, width and height. The cartons must contain polyethylene sheets inside to ensure that water does not seep through.
- c) The size of the carton should be proportional to its content, with the addition of appropriate padding to prevent damage to the product during transport.
- d) All carton flaps must be properly secured and sealed with special repackers gum paper tapes.
- e) Two strong plastic strapping should be tied around the carton properly bound by a machine and stapled tightly.
- f) To facilitate manual loading and off-loading, the dimensions of each carton should not exceed 610mm x 460mm x 355mm.
- g) The Gross weight of each packed carton should not exceed 35kg.

Labeling instructions

- a) The Label for each pharmaceutical and vaccine product shall meet the W210 GMP standard and include: -
 - i. The INN or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name.
 - ii. The active ingredient "per unit, dose, tablet or capsule, etc."
 - iii. The applicable pharmacopoeia standard
 - iv. Content per pack
 - v. Instructions for use, including reconstitution dilution etc where applicable
 - vi. The phrase "Keep out of the reach of children"
 - vii. Special storage requirements, including after reconstitution, dilution and opening. All temperatures must be in real values.
 - viii. Batch number
 - ix. Date of manufacture and date of expiry (in clear language, not code)
 - x. Name and address of manufacturer and country of manufacture

- xi. Any cautionary statement
 - xii. All printing must be on the original internal and external packages either engraved or in indelible ink. Stickers will not be accepted.
 - xiii. All products delivered to the hospital must be clearly and visibly marked with the letters “KUTRRH” on the label and outer pack.
- b) All labeling and packaging inserts shall be in English.
 - c) Pharmaceutical drugs and vaccines requiring refrigeration or freezing for stability must specifically indicate storage requirements and temperatures on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to Kenyatta University Teaching, Referral and Research Hospital the containers should have thermometers to monitor temperatures during transit.
 - d) The outer case or carton should also display the above information.

Case Identification

- a) All cases should prominently indicate the following:
 - i. The INN name of product
 - ii. The dosage form (e.g. tablet, ampoule, syrup)
 - iii. Date of manufacture and expiry
 - iv. Batch number
 - v. Quantity per case
 - vi. Package Numbered. 1 of 4
 - vii. Special instructions for storage and handling
 - viii. Name and address of manufacturer and country of origin
 - ix. Gross weight and net weight in kilograms
 - x. The legends: “Top, do not turn over “Handle with Care”etc.
 - xi. Any additional cautionary statements.
- b) No case should contain pharmaceutical or vaccine products from more than one batch.

Sample

A proper labeled sample of each items quoted must be delivered to Kenyatta University Teaching, Referral and Research Hospital FROM BIDDERS THAT WILL HAVE PASSED PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT STAGE.

The sample including literature in English must be written in the normal or usual commercial packaging as registered by the Kenya Pharmacy and Poison’s Board, and should be labeled in English.

Sample must not be expired or spoiled for the duration of the tender validity period.

On submitting product samples and all required document the bidder must complete in triplicate sample submission form and ascertain that the filed form is signed by a duly authorized officer of KUTRRH.

The sample must be the same as the product available in the market. Physician or marketing sample will not be accepted. Samples written “not for sale”, “physician sample” or “free sample” will not be evaluated. The sample provided should be stamped “KUTRRH” not for sale.

- *Sample Submission*

Sample submission form should be filled in duplicate, original to accompany samples & copy attached to tender document. All Samples must be submitted within 48 hours upon receipt of email requesting for the same.

- *Product Specifications*

All specifications stated on the tender sent to the Hospital and confirmed on the purchase order must be adhered to, i.e. stated strength, pack size, manufacturer, labeling and markings, etc. If a different item, brand, manufacturer or strength other than the one stated on the purchase order is supplied without prior written agreement with the Hospital, the goods will not be accepted.

SECTION IV - TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods
Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya

Price and Completion Schedule – Related Services Form of Tender Security – Demand

Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender Name and Identification**..... [insert identification] **Alternative No.:**.....[insert identification No if this is a Tender for an alternative]

To.....[Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by KUTRRH based on execution of a Tender-Securing Declaration.
or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS

17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) Performance Security: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;

j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*

l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.

q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
- b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
- c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the tenderer: _____

Name of the person duly authorized to sign the Tender on behalf of the tenderer:

Title of the person signing the Tender: Signature of the person named above:

Date signed _____ **day of** _____

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

** : Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of
Procuring Entity] for: _____ [Name and
number of tender] in response to the request for tenders made by: _____ [Name of
Tenderer] do hereby make the following statements that I certify to be true and complete in every
respect:

I certify, on behalf of _____ [Name
of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET
DISPOSAL ACT 2015.**

I of Post Office Box being
a resident of in the Republic of do hereby
make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
for..... (*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box..... being a resident of..... in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).

4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(Person) on behalf of (*Name of the Business/ Company/Firm*)..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub- contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by KUTRRH under subsection (7) does not limit any legal remedy KUTRRH may have;
 - 5) An employee or agent of KUTRRH or a member of the Board or committee of KUTRRH who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of KUTRRH or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive KUTRRH of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process,

selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification *[Insert identification]*

Alternative No. *[insert identification No if this is a Tender for an alternative]*

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)
 Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in (Name of Procuring Entity) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest Relationship or with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name _____

Title or Designation _____

(Signature)

(Date)

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:*[insert date (as day, month and year) of Tender submission]*.

Tender Name and Identification.....*[insert identification Alternative No.[insert identification No if this is a Tender for an alternative].*

Page _____ of _____ pages

1.	<i>[insert Tenderer's legal name]</i>	Tenderer's Name:
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>	
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>	
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>	
5.	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>	
6.	Tenderer's JV Member's authorized representative information Name: Address: Telephone/Fax numbers: Email Address:	
8.	Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	

Price Schedule Forms

	BRAND NAME	FORMULATION	UNIT OF MEASURE	UNIT COST
1	Elavil	Tablet, 25mg (as hydrochloride)	Tablet, Blister pack	
2	Amitriptyline-metro	Tablet, 25mg (as hydrochloride)	Tablet, Blister pack	
3	Norvasc	Tablet, 5mg (as mesylate, besylate or maleate)	Tablet, Blister pack	
4	Amlosun	Tablet, 5mg (as mesylate, besylate or maleate)	Tablet, Blister pack	
5	Amlozaar	Tablet, amlodipine 5mg + losartan 50mg	Tablet, Blister pack	
6	Amoxil	Capsule or Tablet, 500mg	Capsule or Tablet, Blister pack	
7	Amoxi-Denk	Capsule or Tablet, 500mg	Capsule or Tablet, Blister pack	
8	Amoxil	Dispersible Tablet, 250mg,Scored	Tablet, Blister pack	
9	Amoxicillin-Sandoz	Dispersible Tablet, 250mg,Scored	Tablet, Blister pack	
10	Amoxil	Powder for oral suspension, 250mg/5ml, (trihydrate) anhydrous.	100ml Bottle	
11	Amoxi-Denk	Powder for oral suspension, 250mg/5ml, (trihydrate) anhydrous.	100ml Bottle	
12	Augmentin	Tablet, Amoxicillin (trihydrate) 875mg + Clavulanic Acid (Potassium clavulanate) 125mg	Tablet, Blister pack	
13	Enhancin	Tablet, Amoxicillin (trihydrate) 875mg + Clavulanic Acid (Potassium clavulanate) 125mg	Tablet, Blister pack	
14	Augmentin	Dispersible Tablet, Amoxicillin (trihydrate) 200mg + Clavulanic Acid (Potassium clavulanate) 28mg	Tablet, Blister pack	
15	Clavulin	Dispersible Tablet, Amoxicillin (trihydrate) 200mg + Clavulanic Acid (Potassium clavulanate) 28mg	Tablet, Blister pack	
16	Augmentin	Powder for oral suspension, Amoxicillin (trihydrate) 200mg + Clavulanic Acid (Potassium clavulanate), 28mg/5ml	70ml Bottle	
17	Clavulin	Powder for oral suspension, Amoxicillin (trihydrate) 200mg + Clavulanic Acid (Potassium clavulanate), 28mg/5ml	70ml Bottle	
18	Augmentin	Tablet, Amoxicillin (trihydrate) 500mg + Clavulanic Acid (Potassium clavulanate) 125mg	Tablet	
19	Enhancin	Tablet, Amoxicillin (trihydrate) 500mg + Clavulanic Acid (Potassium clavulanate) 125mg	Tablet	
20	Augmentin ES	Powder for oral suspension, Amoxicillin (trihydrate) 600mg + Clavulanic Acid (Potassium clavulanate)/5ml	100ml Bottle	
21	Amoxiclav Denk	Powder for oral suspension, Amoxicillin (trihydrate) 600mg + Clavulanic Acid (Potassium clavulanate)/5ml	100ml Bottle	
22	Arimidex	Tablet, 1mg	Tablet	
23	Anastrozole-Norvatis	Tablet, 1mg	Tablet	
24	Tears Naturalle	Ophthalmic gel, carbomers or equivalent	10g Tube	

25	Ternomin	Tablet, 50mg	Tablet, Blister pack
26	Atenolol-Denk	Tablet, 50mg	Tablet, Blister pack
27	Strattera	Capsule, 10mg	Capsule
28	Imuran	Tablet , 50mg, scored	Tablet , Blister pack
29	Azioprin	Tablet , 50mg, scored	Tablet , Blister pack
30	Zithromax	Suspension, Powder for reconstitution, 200mg/5ml	30ml Bottle
31	Azimax	Suspension, Powder for reconstitution, 200mg/5ml	30ml Bottle
32	Zithromax	Tablet, 500mg	Tablet, 3's, Blister pack
33	Baclofen-Teva	Tablet, 30mg/10mg	Tablet
34	Balcon	Tablet, 30mg/10mg	Tablet
35	Beconase	Nasal spray 50micrograms (as dipriopionate) / dose	Can
36	Beclate aquanase	Nasal spray 50micrograms (as dipriopionate) / dose	Can
37	Parkin	Tablet, 5mg (as hydrochloride)	Tablet, Blister pack
38	Betnovate	Ointment, 0.1 % (as valerate)	15gm Tube
39	Cronomesone	Ointment, 0.1 % (as valerate)	15gm Tube
40	Betnovate	Cream, 0.1 % (as valerate)	15-30gm Tube
41	Celestoderm V	Cream, 0.1 % (as valerate)	15-30gm Tube
42	Probeta-N	Solution, eye/ear/nasal drops, Betamethasone 0.1% + Neomycin 0.5%	7.5ml Bottle
43	Betasalic	Betamethasone + Salicylic Acid Scalp solution	Bottle
44	Betoptic	Solution, eye drops, 0.5% (as hydrochloride)	5ml-10ml Bottle
45	Betaxol	Solution, eye drops, 0.5% (as hydrochloride)	5ml-10ml Bottle
46	Casodex	Tablet, 50mg	Tablet, Blister pack
47	Caltam	Tablet, 50mg	Tablet, Blister pack
48	Dulcolax	Tablet, 5mg, enteric coated	Tablet, Blister pack
49	Freshen Bisacodyl	Tablet, 5mg, enteric coated	Tablet, Blister pack
50	Dulcolax	Suppository, 5mg (Paediatric)	Suppository
51	Concor	Tablet, 5mg	Tablet
52	Bisolol 5	Tablet, 5mg	Tablet
53	Lexotanil	Tablet, 3mg	Tablet, Blister pack
54	Pascalium	Tablet, 3mg	Tablet, Blister pack
55	Lexotanil	Tablet, 1.5 mg	Tablet, Blister pack
56	Calmepam	Tablet, 1.5 mg	Tablet, Blister pack
57	Parlodel	Tablet, 2.5mg (as mesylate), scored	Tablet
58	Cripton	Tablet, 2.5mg (as mesylate), scored	Tablet
59	Rhinocort Aqua	Nasal spray, 50micrograms /dose	Can
60	Inflanaze	Nasal spray, 50micrograms /dose	Can
61	Pulmicort	Pressurized metered dose inhaler, 100micrograms/metered dose	Can

62	Budecort	Pressurized metered dose inhaler, 100micrograms/metered dose	Can	
63	Pulmicort	Pressurized metered dose inhaler, 200micrograms/metered dose	Can	
64	Budecort	Pressurized metered dose inhaler, 200micrograms/metered dose	Can	
65	Foralin 100	Pressurized metered dose inhaler, budesonide 100 micrograms + formoterol 6 micrograms /metered dose	Can	
66	Foralin 200	Pressurized metered dose inhaler, budesonide 200 micrograms + formoterol 6 micrograms /metered dose	Can	
67	Foralin 400	Pressurized metered dose inhaler, budesonide 400 micrograms + formoterol 6 micrograms /metered dose	Can	
68	Symbicort	Turbuhaler, budesonide 80micrograms + formoterol 4.5 micrograms / dose or equivalent	Can	
69	Symbicort	Turbuhaler, budesonide 320micrograms + formoterol 4.5 micrograms / dose or equivalent	Can	
70	Symbicort	Turbuhaler, budesonide 160micrograms + formoterol 4.5 micrograms / dose or equivalent	Can	
71	Dostinex	Tablet, 500 micrograms	Tablet	
72	Caberlin	Tablet, 500 micrograms	Tablet	
73	Calamine plain	Lotion, 15%	100ml Bottle	
74	Hovid calamine	Lotion, 15%	100ml Bottle	
75	Actal tums	Tablet, 500mg (as carbonate)	Tablet, Blister pack	
76	Gaviscon	Tablet, 500mg (as carbonate)	Tablet, Blister pack	
77	Ozical	Tablet calcium (as citrate) 400mg + Vitamin D3 (200iu) or equivalent	Tablet, blister pack	
78	Dobesil	Capsule, 500mg	Capsule, Blister pack	
79	Doxium	Capsule, 500mg	Capsule, Blister pack	
80	Atacand	Tablet, 8mg (as cilexetil), scored	Tablet, Blister pack	
81	Candecard	Tablet, 8mg (as cilexetil), scored	Tablet, Blister pack	
82	Xeloda	Tablet, 500mg	Tablet, Blister pack	
83	Xeloda	Tablet, 150mg	Tablet, Blister pack	
84	Tegretol	Suspension, 100mg/5ml	100ml Bottle	
85	Tegretol	Tablet, 200mg, modified release	Tablet	
86	Taver	Tablet, 200mg, modified release	Tablet	
87	Tegretol	Tablet, 200mg, scored	Tablet, Blister pack	
88	Anti thyrox	Tablet, 5mg	Tablet, Blister pack	
89	Caral-5	Tablet, 5mg	Tablet, Blister pack	
90	Dilatrend	Tablet, 25mg, scored	Tablet, Blister pack	
91	Cardivas	Tablet, 25mg, scored	Tablet, Blister pack	
92	Dilatrend	Tablet, 12.5mg, scored	Tablet, Blister pack	
93	Cardivas	Tablet, 12.5mg, scored	Tablet, Blister pack	
94	Dilatrend	Tablet, 3.125mg	Tablet, Blister pack	

95	Cardivas	Tablet, 3.125mg	Tablet, Blister pack	
96	Dilatrend	Tablet, 6.25mg	Tablet, Blister pack	
97	Cardivas	Tablet, 6.25mg	Tablet, Blister pack	
98	Ceclor	Capsule, 500mg	Capsule, Blister pack	
99	Vercef	Capsule, 500mg	Capsule, Blister pack	
100	Ceclor	Powder for oral suspension, 250mg/5ml (as monohydrate)	60ml, Bottle	
101	Vercef	Powder for oral suspension, 250mg/5ml (as monohydrate)	60ml, Bottle	
102	Duracef	Powder for oral suspension, 250mg/5ml (as monohydrate)	60ml Bottle	
103	Cefamed	Powder for oral suspension, 250mg/5ml (as monohydrate)	60ml Bottle	
104	Duracef	Capsule, 500mg (as monohydrate)	Capsule, Blister pack	
105	Cefamed	Capsule, 500mg (as monohydrate)	Capsule, Blister pack	
106	Cefix	Suspension, 100 mg/5 mL	50ml Bottle	
107	Cifex	Suspension, 100 mg/5 mL	50ml Bottle	
108	Cefix	Tablet, 200mg, (Film coated)	Tablet, Blister pack	
109	Cifex	Tablet, 200mg, (Film coated)	Tablet, Blister pack	
110	Zinnat	Tablet, 250 mg (as axetil)	Tablet, Blister pack	
111	Cefotil	Tablet, 250 mg (as axetil)	Tablet, Blister pack	
112	Zinnat	Powder for oral suspension, 125mg/5ml	Bottle	
113	Cefeal	Powder for oral suspension, 125mg/5ml	Bottle	
114	Celebrex	Capsule, 200mg	Capsule, Blister pack	
115	Celcoxx	Capsule, 200mg	Capsule, Blister pack	
116	Zyrtec	Oral Solution, 5mg/ml	60ml Bottle	
117	Xyzal	Oral Solution, 5mg/ml	60ml Bottle	
118	Zyrtec	Tablet, 10 mg (as hydrochloride)	Tablet, Blister pack	
119	Cetrizet	Tablet, 10 mg (as hydrochloride)	Tablet, Blister pack	
120	Charcoal, Activated	50g powder or paste equivalent	Tin	
121	Charco	Tablets, 250mg	Blister pack	
122	Luekeran	Tablet, 2mg	Tablet	
123	Otocol	Solution, ear drops, 5%	10ml Bottle	
124	Chloramphenicol-martindale	Solution, eye drops, 0.5%	10ml Bottle	
125	Phenicol	Solution, eye drops, 0.5%	10ml Bottle	
126	Chlorhexidine digluconate	Solution or gel, 7.1% (digluconate) delivering 4% chlorhexidine (for umbilical cord care)	10ml Bottle	
127	Remidin	Solution, 0.2% mouthwash	100ml Bottle	
128	Piriton	Syrup, 2mg/5ml (as maleate)	100ml Bottle	
129	Allerief	Syrup, 2mg/5ml (as maleate)	100ml Bottle	
130	Piriton	Tablet, 4mg (as maleate)	Tablet	

131	Chlorhist	Tablet, 4mg (as maleate)	Tablet
132	Largactil	Tablet, 25mg (as hydrochloride)	Tablet, Blister pack
133	Largactil	Tablet, 100mg (as hydrochloride)	Tablet, blister pack
134	Myolgin	Capsule, chlorzoxazone 250mg + paracetamol 300mg	Capsule, Blister pack
135	Myospaz	Capsule, chlorzoxazone 250mg + paracetamol 300mg	Capsule, Blister pack
136	Neoral	Capsule, 100mg	Capsule
137	Neoral	Capsule, 25mg	Capsule
138	Ciprobay	Solution, eye/ear drops, 0.3% (as hydrochloride)	scored Tablet
139	Ulcip	Solution, eye/ear drops, 0.3% (as hydrochloride)	scored Tablet
140	Ciprobay	Tablet, 500mg	Tablet, Blister pack
141	Cifran	Tablet, 500mg	Tablet, Blister pack
142	Ulcip-D	Solution, eye drops, 0.3%/0.1%	5ml-10ml Bottle
143	Cipram	As hydrochloride, 20mg	scored Tablet
144	Citopam	As hydrochloride, 20mg	scored Tablet
145	Klacid	Powder for oral suspension, 125mg/5ml	50ml Bottle
146	Zynclar	Powder for oral suspension, 125mg/5ml	50ml Bottle
147	Klacid	Tablet, 500mg	Tablet, Blister pack
148	Claritek	Tablet, 500mg	Tablet, Blister pack
149	Dalacin c	Powder for oral solution, 75mg/5ml	100ml Bottle
150	Clindar-B	Powder for oral solution, 75mg/5ml	100ml Bottle
151	Clomitab	Tablet, 50mg (as citrate), scored	Tablet, Blister pack
152	Ciphene	Tablet, 50mg (as citrate), scored	Tablet, Blister pack
153	Rivotril	Tablet, 2mg	Tablet
154	Rivotril	Tablet, 0.5mg	Tablet
155	Plavix	Tablet, 75 mg (as hydrogen sulfate)	Tablet, Blister pack
156	Clopid 75mg	Tablet, 75 mg (as hydrogen sulfate)	Tablet, Blister pack
157	Canesten	Topical cream, 1%	20gm Tube
158	Candid	Topical cream, 1%	20gm Tube
159	Canesten	Vaginal cream, 2%	20gm Tube
160	Gynosporin	Vaginal cream, 2%	20gm Tube
161	Candid ear drops	Solution, ear drops, 1%	10ml Bottle
162	Otozol	Solution, ear drops, 1%	10ml Bottle
163	Canesten	Vaginal Tablet, 100mg	Packet 6's
164	Clotri-Denk	Vaginal Tablet, 100mg	Packet 6's
165	Candid B	Cream, Clotrimazole 1% + Betamethasone valerate 0.1% or equivalent	15gm Tube
166	Albican B	Cream, Clotrimazole 1% + Betamethasone valerate 0.1% or equivalent	15gm Tube
167	Clozaril	Clozapine Tablet, 100mg	Tablet
168	Clozaril	Clozapine Tablet, 25mg	Tablet

169	Kolzine	Tablet, 500 micrograms	Tablet
170	Cortisone	Tablet, 25mg	Tablet
171	Optichrome	Solution, eye drops, 2%	10ml Bottle
172	Stop-allerg	Solution, eye drops, 2%	10ml Bottle
173	Eurax	Cream, 10%	30gm Tube
174	Cyclolat	Solution, eye drops, 1%	5ml-10ml Bottle
175	Cyclogel	Solution, eye drops, 1%	5ml-10ml Bottle
176	Cyclophosphamide	Tablet, 50mg	Tablet, Blister pack
177	Dapsone	Tablet, 100mg	Tablet
178	Asunra	Tablet, 100mg	Tablet, Blister pack
179	Asunra	Tablet, 400mg	Tablet, Blister pack
180	Aerius	Tablet, 5mg	Tablet
181	Destrex	Tablet, 5mg	Tablet
182	DDAVP	Nasal spray, 10micrograms/dose (as acetate)	5ml Can
183	Desmocip	Nasal spray, 10micrograms/dose (as acetate)	5ml Can
184	Spersadex comp	Solution, eye drops, 0.1%	10ml Bottle
185	Dexa-sine	Solution, eye drops, 0.1%	10ml Bottle
186	Dexamethasone	Tablet, 2mg	Tablet
187	Dexamed	Tablet, 0.5mg	Tablet
188	Decmax	Tablet, 4mg	Tablet
189	Dexatrol	Solution, eye drops, 1%, 3.5mg/g, 600i.u	5ml-10ml Bottle
190	Maxitrol	Eye Ointment, 1% , 3.5mg/g, 600i.u	3.5g Tube
191	Valium	Tablet, 5mg, scored	Tablet, Blister pack
192	Diazepam-CP	Tablet, 5mg, scored	Tablet, Blister pack
193	Valium	Gel or rectal solution, 5mg/5ml	0.5 ml Tube
194	Valium	Gel or rectal solution, 5mg/5ml	2.0 ml Tube
195	Voltaren	Tablet, 75mg, slow release (as sodium)	Tablet, Blister pack
196	Voltaren	Suppository, 25mg	Suppository
197	Voltaren	Topical gel, 1% (as sodium)	20g Tube
198	Rheuma gel	Topical gel, 1% (as sodium)	20g Tube
199	Voltaren	Suppository, 100mg	Suppository
200	Voltaren	Tablet, 100 mg (as sodium), enteric coated	Tablet, Blister pack
201	Diclo-denk	Tablet, 100 mg (as sodium), enteric coated	Tablet, Blister pack
202	Cataflam	Tablet, 50mg (as potassium), enteric coated	Tablet, Blister pack
203	D-fenac	Tablet, 50mg (as potassium), enteric coated	Tablet, Blister pack
204	Colicon	Syrup, 10mg/5ml (as hydrochloride)	10ml Bottle
205	Spasyn	Tablet, 20mg (as hydrochloride)	Tablet
206	Lanoxin	Elixir, 50 micrograms/ml	60ml Bottle, with graduated dropper

207	Lanoxin	Tablet, 250 micrograms, scored	Tablet
208	Digitalis	Tablet, 250 micrograms, scored	Tablet
209	DF118	Tablet, 30mg (as tartrate)	Tablet, Blister pack
210	Prostin E2	Vaginal Tablet, 3mg	Tablet, Blister pack
211	Glandin E2	Vaginal Tablet, 3mg	Tablet, Blister pack
212	Daflon	Tablet, diosmin 450mg + hesperidin 50mg	Tablet, Blister pack
213	Ciplofon	Tablet, diosmin 450mg + hesperidin 50mg	Tablet, Blister pack
214	Motilium	Tablet,10mg (as Maleate)	Tablet, Blister pack
215	Deflux	Tablet,10mg (as Maleate)	Tablet, Blister pack
216	Motilium	Suspension, 1mg/ml	30ml Bottle
217	Ridon	Suspension, 1mg/ml	30ml Bottle
218	Caredoxy	Capsule, 100mg	Capsule, Blister pack
219	Doxylag	Capsule, 100mg	Capsule, Blister pack
220	NoSpa	Tablet, 40mg	Tablet
221	Doverin	Tablet, 40mg	Tablet
222	Cymbalta	Capsule, 30mg (as hydrochloride)	Capsule, Blister pack
223	Duocip	Capsule, 30mg (as hydrochloride)	Capsule, Blister pack
224	Duphaston	Tablet, 10 mg	Tablet
225	Cardace 10	Tablet, 10mg (as hydromaleate)	Tablet, Blister pack
226	Vasopril 10	Tablet, 10mg (as hydromaleate)	Tablet, Blister pack
227	Vasopril 5	Tablet, 5mg (as hydromaleate), scored	Tablet, Blister pack
228	Cardace 5	Tablet, 5mg (as hydromaleate), scored	Tablet, Blister pack
229	Epidermal growth factor (human)	Topical gel, 150 IU, recombinant	15gm Tube
230	Epidermal growth factor (human)	Topical gel, 60 IU, recombinant	15gm Tube
231	Erythroriv	Powder for oral suspension, 125mg/5ml (as stearate or ethyl succinate)	100ml Bottle
232	Eromycin	Powder for oral suspension, 125mg/5ml (as stearate or ethyl succinate)	100ml Bottle
233	Throcin	Tablet, 250mg	Tablet, Blister pack
234	Nexium	Granules for oral suspension, 10mg	Sachet
235	Nexium	Tablets, 20mg	Tablet
236	Esose	Tablets, 20mg	Tablet
237	Etoposide	Tablet/Capsule, 50mg	Tablet/Capsule
238	Newcoxx- P	Capsule, Etoricoxib 60mg +Paracetamol 325mg	Capsule, Blister pack
239	Durogesic	Transdermal patch, self adhesive, transparent, 50 micrograms/ hr	Patches, 5's
240	Fentavera	Transdermal patch, self adhesive, transparent, 50 micrograms/ hr	Patches, 5's
241	Durogesic	Transdermal patch, self adhesive, transparent, 25 micrograms / hr	Patches, 5's
242	Fentavera	Transdermal patch, self adhesive, transparent, 25 micrograms / hr	Patches, 5's
243	Ranferon-12	Tablet, equivalent to elemental iron 50-60mg (as sulphate), coated	Tablet, Blister pack
244	Saferon plus	Tablet, equivalent to elemental iron 50-60mg (as sulphate), coated	Tablet, Blister pack

245	Ranferon-12	Syrup, Equivalent to elemental iron 50 - 100mg/10ml and not more than 1mg/10ml Folic	200ml Bottle	
246	Saferon plus	Syrup, Equivalent to elemental iron 50 - 100mg/10ml and not more than 1mg/10ml Folic	200ml Bottle	
247	Tot'hema	Iron gluconate, manganese gluconate, copper gluconate	Ampoule	
248	Zicovit	Oral drops 25-50 mg elemental iron, (for neonates)	10 ml Bottle	
249	Fincar 5	Tablet, 5mg, film coated	Tablet	
250	Finfive	Tablet, 5mg, film coated	Tablet	
251	Floxapen	Powder for oral suspension, 125mg/5ml	100ml Bottle	
252	Phylopen	Powder for oral suspension, 125mg/5ml	100ml Bottle	
253	Floxapen	Capsule, 250mg	Capsule, Blister pack	
254	Phylopen	Capsule, 250mg	Capsule, Blister pack	
255	Floxapen	Capsule,500mg	Capsule,Blister pack	
256	Rivaflux	Capsule,500mg	Capsule,Blister pack	
257	Diflucan	Powder for oral suspension, 50mg/5ml	susp 35 ml	
258	Zorcan	Powder for oral suspension, 50mg/5ml	susp 35 ml	
259	Diflucan	Tablet/Capsule, 200mg	Tablet/Capsule	
260	Fucol	Tablet/Capsule, 200mg	Tablet/Capsule	
261	Diflucan	Capsule, 50mg	Capsule	
262	Omastin	Capsule, 50mg	Capsule	
263	Flarex	Solution, eye drops, 1mg/ml	5ml Bottle	
264	Fluanton	Solution, eye drops, 1mg/ml	5ml Bottle	
265	Prozac	Capsule, 20 mg (as hydrochloride)	Capsule, Blister pack	
266	Prodep	Capsule, 20 mg (as hydrochloride)	Capsule, Blister pack	
267	Avamys	Nasal spray, 27.5mcg micrograms/metered spray	Can	
268	Folic acid	Tablet , 5mg	Tablet	
269	Lasix	Tablet, 40mg	Tablet, Blister pack	
270	furo-denk	Tablet, 40mg	Tablet, Blister pack	
271	Fucidin	Cream /Ointment, 2%	15gm Tube	
272	axcel fucidic acid	Cream /Ointment, 2%	15gm Tube	
273	Fucidin	Ointment, 2%	10-20g Tube	
274	topidic	Ointment, 2%	10-20g Tube	
275	Neurontin	Capsule, 100mg	Capsule, Blister pack	
276	Gabapentin sandoz	Capsule, 100mg	Capsule, Blister pack	
277	Neurontin	Capsule, 300mg	Capsule, Blister pack	
278	Gabapentin sandoz	Capsule, 300mg	Capsule, Blister pack	
279	colircusi gentamicin	Solution, eye/ear drops, 0.3%, (as sulfate)	10ml Bottle	
280	beagenta	Solution, eye/ear drops, 0.3%, (as sulfate)	10ml Bottle	
281	Daonil	Tablet, 5 mg, scored	Tablet, Blister pack	

282	Nogluc	Tablet, 5 mg, scored	Tablet, Blister pack
283	Diamicon MR	Tablet, 60mg, scored, modified release	Tablet, Blister pack
284	Amaryl	Tablet, 2 mg , scored	Tablet, Blister pack
285	glimulin	Tablet, 2 mg , scored	Tablet, Blister pack
286	Glurenor	Tablet, 30mg, scored	Tablet, Blister pack
287	Osteomin	Tablet, Glucosamine 500mg + Chondroitin Sulfate 400mg	Tablet, Blister pack
288	Osteomin Sachet	Tablet, Glucosamine 1500mg + Chondroitin Sulfate 1200mg	Sachet
289	Glycerine	Suppository, 2g (Paediatric)	Suppository
290	Glycerine	Suppository, 1g (infants)	Suppository
291	Glyceryl trinitrate-arrow	Sublingual tablet , 500micrograms	Tablet, Blister pack
292	Kytril	Tablet, 1mg (as hydrochloride)	Tablet, Blister pack
293	graniset	Tablet, 1mg (as hydrochloride)	Tablet, Blister pack
294	Griseofulvin	Tablet, 250mg, scored	Tablet
295	Esome HP kit	Esomeprazole 40mg/levofloxacin 500mg/Amoxicillin 1gm	Pack
296	Limzer	Domperidone 30mg/ Omeprazole 20mg	Capsule
297	serenace	Tablet, 5mg	Tablet, Blister pack
298	senorm	Tablet, 5mg	Tablet, Blister pack
299	serenace	Tablet, 1.5mg	Tablet
300	senorm	Tablet, 1.5mg	Tablet
301	lioton	Topical gel, 1000 IU	30gm Tube
302	apresoline	Tablet, 25mg (as hydrochloride)	Tablet
303	hydralazine-remedica	Tablet, 25mg (as hydrochloride)	Tablet
304	Hydrochlorothiazide	Tablet, 50mg, scored	Tablet, Blister pack
305	Hydrochlorothiazide	Tablet,25mg	Blister pack
306	hydrocortisone-xepa	Cream, 1% (as acetate)	15gm Tube
307	Anusol	Ointment, aluminium acetate 3.5%, hydrocortisone acetate 0.275%, lidocaine 5%, zinc oxide 18% or equivalent	Tube
308	Anusol	Suppository, aluminium acetate 3.5%, hydrocortisone acetate 0.275%, lidocaine 5%, zinc oxide 18% or equivalent	Suppository
309	Hydrofibre with silver	Dressing, 15x15cm	Pieces
310	Hydrofibre with silver	Dressing, 20x30cm	Pieces
311	Hydroxyurea Norvatis	Capsule, 500 mg	Capsule
312	Hydroxyurea Norvatis	Capsule, 250 mg	Capsule
313	HCQS	Tablet, 200mg (as sulfate)	Tablet, Blister pack
314	k-y lubricating gel	Gel	42g Tube
315	optilube	Gel	42g Tube
316	k-y lubricating gel	Gel	5-10g Tube
317	kly lubricating jelly	Gel	5-10g Tube
318	atarax	Tablet, 25mg (as hydrochloride)	Tablet

319	aterax	Tablet, 25mg (as hydrochloride)	Tablet
320	Buscopan	Tablet, 10mg (as butylbromide), coated	Tablet, Blister pack
321	Spasmin 10	Tablet, 10mg (as butylbromide), coated	Tablet, Blister pack
322	Buscopan plus	Tablet, Hyoscine 10mg (as butylbromide), Paracetamol 500mg	Tablet, Blister pack
323	unigan	Tablet, Hyoscine 10mg (as butylbromide), Paracetamol 500mg	Tablet, Blister pack
324	Enemax	Rectal solution, 20ml	Bottle
325	kleen enema	Rectal solution, 20ml	Bottle
326	Gofen 400mg	Soft Gel Capsules	capsule
327	Brufen	Tablet, 200mg, sugar coated	Tablet, Blister pack
328	ifen	Tablet, 200mg, sugar coated	Tablet, Blister pack
329	Brufen	Syrup, 100mg/5ml	100ml Bottle
330	orbifen	Syrup, 100mg/5ml	100ml Bottle
331	Tofranil	Tablet, 25mg (as hydrochloride)	Tablet, Blister pack
332	imipramne-metro	Tablet, 25mg (as hydrochloride)	Tablet, Blister pack
333	Natrilix SR	Tablet, 1.5mg, modified release	Tablet
334	Induric SR 1.5	Tablet, 1.5mg, modified release	Tablet
335	Imdur	Tablet, 20mg (as mononitrate)	Tablet, Blister pack
336	monotrate	Tablet, 20mg (as mononitrate)	Tablet, Blister pack
337	Fybogel orange	Powder for oral suspension, 3.5g , flavoured	Sachet
338	Canditral	Capsule, 100mg	Capsule
339	icon	Capsule, 100mg	Capsule
340	Nizoral	Cream 2%	15g Tube
341	Conaz	Cream 2%	15g Tube
342	Fastum	Topical gel, 2.5 % w/w	50gm Tube
343	Kop	Topical gel, 2.5 % w/w	50gm Tube
344	Rolac	Tablet, 10mg (as trometamol)	Tablet, Blister pack
345	Ketorolac	Solution, eye drops, 0.5% (as tromethamine)	Bottle
346	zaditen	Syrup, 1mg/5ml	100ml Bottle
347	tofen	Syrup, 1mg/5ml	100ml Bottle
348	zaditen	Tablet, 1mg, scored	Tablet
349	tofen	Tablet, 1mg, scored	Tablet
350	Labetalol UK	Tablet, 100mg (as hydrochloride)	Tablet
351	Duphalac	Oral liquid, 62-74g/100ml (Approx. 3.335g/5ml)	200ml Bottle
352	lactulac	Oral liquid, 62-74g/100ml (Approx. 3.335g/5ml)	200ml Bottle
353	lamictal	Tablet, 100 mg	Tablet, Blister pack
354	lamictal	Tablet, 25mg	Tablet, Blister pack
355	Xalatan	Solution, eye drops, 50 micrograms/2.5ml	2.5ml Bottle
356	latoprost-rt	Solution, eye drops, 50 micrograms/2.5ml	2.5ml Bottle

357	arava	Tablet, 20mg , film coated	Tablet, Blister pack	
358	arotan	Tablet, 20mg , film coated	Tablet, Blister pack	
359	Lenalidomide	Capsule, 10mg	Capsule	
360	Lenalidomide	Capsule, 25mg	Capsule	
361	femara	Tablet, 2.5mg	Tablet	
362	Letroz 2.5	Tablet, 2.5mg	Tablet	
363	Keppra	Tablet, 750mg	Tablet, Blister pack	
364	levipil	Tablet, 750mg	Tablet, Blister pack	
365	Keppra	Tablet, 500mg, Scored tablet	Tablet, Blister pack	
366	levipil	Tablet, 500mg, Scored tablet	Tablet, Blister pack	
367	Sinemet	Tablet, levodopa 100mg + carbidopa 10mg	Tablet, Blister pack	
368	sinemet	Tablet, levodopa 100mg + carbidopa 25mg	Tablet, Blister pack	
369	Tavanic	Tablet, 500mg	Tablet, Blister pack	
370	Glevonix	Tablet, 500mg	Tablet, Blister pack	
371	Xylocaine	Spray, 10%	50 ml Bottle	
372	Xylocaine	Topical gel, 2-4% (as hydrochloride)	20-50gm Tube	
373	Lantus	Injection, long acting insulin analog 100iu/ml (Insulin Glargine, detemir or equivalent)	3ml cartridge	
374	Imodium	Capsule, 2mg (as hydrochloride)	Capsule, Blister pack	
375	lopedium	Capsule, 2mg (as hydrochloride)	Capsule, Blister pack	
376	Claritine	Tablet, 10mg	Tablet, Blister pack	
377	lorix	Tablet, 10mg	Tablet, Blister pack	
378	Cozaar	Tablet, 50mg (as Potassium)	Tablet, Blister pack	
379	Repace 50	Tablet, 50mg (as Potassium)	Tablet, Blister pack	
380	Co-losar	Tablet, losartan 50mg + hydrochlorothiazide 12.5mg	Tablet, Blister pack	
381	Repace H	Tablet, losartan 50mg + hydrochlorothiazide 12.5mg	Tablet, Blister pack	
382	Ponstan	Capsule, 250mg	Capsule, Blister pack	
383	fendol ds	Capsule, 250mg	Capsule, Blister pack	
384	Mobic 7.5	Tablet, 7.5mg	Tablet, Blister pack	
385	Muvera 7.5	Tablet, 7.5mg	Tablet, Blister pack	
386	alkeran	Tablet, 2mg	Tablet	
387	puri-nethol	Tablet, 50mg	Tablet	
388	Glucophage	Tablet, 850 mg (as hydrochloride)	Tablet, Blister pack	
389	metforol	Tablet, 850 mg (as hydrochloride)	Tablet, Blister pack	
390	Glucophage	Tablet, 1gm	Tablet, Blister pack	
391	Glucophage	Tablet, 500 mg (as hydrochloride)	Tablet , Blister pack	

392	Galvusmet	Tablet, Metformin 1gm + Vildagliptin 50mg	Tablet, Blister pack
393	Galvusmet	Tablet, Metformin 500mg + Vildagliptin 50mg	Tablet, Blister pack
394	Glucophage XR	Tablet, 500mg, Controlled Release	Tablet, Blister pack
395	Glucophage XR	Tablet, 1gm, Controlled release	Tablet, Blister pack
396	Ranophage OD	Tablet, 1gm, Controlled release	Tablet, Blister pack
397	methotrexate-pfizer	Tablet, 2.5mg	Tablet
398	Trexglo	Tablet, 2.5mg	Tablet
399	Ritalin	Tablet, 10mg (as hydrochloride), scored	Tablet, Blister pack
400	concerta	Tablet, 18mg (as hydrochloride), scored	Tablet, Blister pack
401	advantan	Ointment, (as aceponate)	15gm Tube
402	primperan	Tablet, 10mg (as hydrochloride)	Tablet, Blister pack
403	cloperan	Tablet, 10mg (as hydrochloride)	Tablet, Blister pack
404	Metoz	Tablet, 5mg	Tablet
405	betaloc	Tablet, 50mg (as tartrate)	Tablet, Blister pack
406	daktarin	Cream, 2% (as nitrate)	15gm Tube
407	cipconazole	Cream, 2% (as nitrate)	15gm Tube
408	gyno-daktarin	Ovule, 400mg	3's Ovule
409	gyno-zol	Ovule, 400mg	3's Ovule
410	daktarin oral gel	Oral Gel, 25mg/ml	40g Tube
411	Miconaz	Oral Gel, 25mg/ml	40g Tube
412	Mirtaz	Tablet, 15mg (as hydrochloride)	Tablet
413	cytotec	Vaginal tablet, 25micrograms	Tablet, Blister pack
414	vagiprost	Vaginal tablet, 25micrograms	Tablet, Blister pack
415	cytotec	Tablet, 200micrograms	Tablet, 200micrograms
416	isovent	Tablet, 200micrograms	Tablet, 200micrograms
417	elocon	Scalp lotion, 0.1% (as furoate)	30ml Bottle
418	elocon	Cream or Ointment, 0.1%	15gm Tube
419	topcort	Cream or Ointment, 0.1%	15gm Tube
420	elocon	Ointment, 0.1%	15-30gm Tube
421	Momate	Ointment, 0.1%	15-30gm Tube
422	mometasone f	Mometasone fluoroate 0.1% +Fusidic acid 2%	15gm Tube
423	Myteka 10mg	Tablet,10mg	Tablet
424	Montiget	Tablet,10mg	Tablet
425	Montiget	Granules (as sodium salt), 4mg	Sachet
426	Myteka 4mg	Granules (as sodium salt), 4mg	Sachet
427	Morphine-martindale	Powder for oral solution (as hydrochloride or sulfate)	100gm Bottle
428	avelox	Tablet, 400mg	Tablet, Blister pack 5s
429	moxeque	Tablet, 400mg	Tablet, Blister pack 5s

430	pharmaton kiddi syrup	Paediatric drops or equivalent	15 - 30ml Bottle	
431	Crecheguard	Multivitamins/ Multiminerals	200ml Bottle	
432	pharmaton	Vitamin A 7500IU, Vit. D 2000IU, Vit.E 20.5iu, Vit.C1225 mg, Vit.B12.5mg, Vit.B21.2mg, Nicotinamide40mg, Vit.B6 2mg, Vit.b12 12.5micrograms/5ml or equivalent	100ml Bottle	
433	centrum	Vitamin A 2500IU, Vit. D 400IU, Vit.E 15iu, Vit.C mg, Folic acid 0.3mg, Vit.B11.05mg, Vit.B21.2mg, Nicotinamide13.5mg, Vit.B61.05mg, Vit.b12 4.5micrograms or equivalent.	Tablet/Capsule, Blisters Pack	
434	Ovabless	Multivitamins/Natural Extract/Amino Acids/ Multiminerals	Tablet/Capsule, Blisters Pack	
435	bactroban	Ointment or cream, 2%	15gm Tube	
436	Zupricin	Ointment or cream, 2%	15gm Tube	
437	Zupricin B	Ointment or cream,	15gm Tube	
438	cellcept	Tablet, 300mg (as sodium)	Tablet	
439	cellcept	Tablet, 500mg (as mofetil)	Tablet, Blister pack	
440	nebilet	Tablet, 5mg tab	Tablet, Blister pack	
441	nebil	Tablet, 5mg tab	Tablet, Blister pack	
442	Niclosamide	Tablet, 500mg, Chewable	Tablet	
443	Adalat LA	Tablet, 20mg, sustained release	Tablet, Blister pack	
444	Nifedi Denk 20 Retard	Tablet, 20mg, sustained release	Tablet, Blister pack	
445	Nilol	Tablet, nifedipine 20mg + atenolol 50mg, sustained release	Tablet, Blister pack	
446	nimotop	Tablet, 30mg	Tablet	
447	Nitrofurantoin	Tablet, 100mg	Tablet, Blister pack	
448	Nitroglycerine	Nasal spray, 400micrograms/dose	Can	
449	primolut-N	Tablet, 5mg	Tablet	
450	nonorm P	Tablet, 5mg	Tablet	
451	normed	Tablet, 400mg	Tablet, Blister pack	
452	nystatin-EIPICO	Oral Liquid, 100,000 I.U/ml	30ml Bottle	
453	Zyprexa	Tablet, 5mg	Tablet, Blister pack	
454	ozapex	Tablet, 5mg	Tablet, Blister pack	
455	Zyprexa	Tablet, 10mg , Dispersible	Tablet, Blister pack	
456	olencip	Tablet, 10mg , Dispersible	Tablet, Blister pack	
457	Losec	Capsule / Tablet, 20mg	Capsule / Tablet	
458	lokit 20	Capsule / Tablet, 20mg	Capsule / Tablet	
459	Zofran	Oral solution, 4mg/5ml	30 ml Bottle	
460	Zofran	Tablet, 4mg (as hydrochloride)	Tablet, Blister pack	
461	zofra-odt	Tablet, 4mg (as hydrochloride)	Tablet, Blister pack	
462	pedital low ors	As per WHO formula	Sachet	
463	oxynos	Tablet, 5mg (as hydrochloride), scored	Tablet	

464	oxymethalone	Tablet, 50mg	Tablet	
465	Panto-denk	Tablet, 20mg	Tablet, Blister pack	
466	para-denk	Suppository, 250mg	Suppository	
467	Panadol	Caplet, 500mg	Caplet, Blister pack	
468	cipladon	Caplet, 500mg	Caplet, Blister pack	
469	Panadol	Syrup, 120mg/5ml	100ml Bottle	
470	paralief	Syrup, 120mg/5ml	100ml Bottle	
471	para-denk	Suppository, 125mg	Suppository	
472	Penicillin V	Tablet, 250mg (as potassium)	Tablet	
473	Phenobarbital	Tablet, 30mg, , scored	Tablet, Blister pack	
474	Phenoxybenzamine	Capsule, 10mg (as hydrochloride)	Capsule	
475	Epanutin	Suspension, 30mg/5ml	100ml Bottle	
476	Epanutin	Capsule or Tablet, 100mg (as sodium)	Capsule/Tablet	
477	Epanutin	Capsule or Tablet, 50mg (as sodium)	Capsule/Tablet	
478	Coloprep	Sodium sulfate, potassium sulphate, magnesium sulphate oral solution (coloprep)	Pack (2 Bottles)	
479	Peglec	Polyethylene glycol 118.0g, sodium chloride 2.93g,potassium chloride 1.484g, sodium bicarbonate 3.37g, Anhydrous sodium sulfate 11.36g to make 2 litres of solution (or equivalent)	Sachet	
480	Betadine	Solution, 1%, mouth wash	100-125ml Bottle	
481	povisep	Solution, 1%, mouth wash	100-125ml Bottle	
482	Cotipred 20	Tablet, 20mg	effervescent tablet	
483	Optipred	solution, eye drops, 1%	5ml Bottle	
484	Prelone	Oral solution, 15mg/5ml	Bottle	
485	prednisolone	Tablet, 5mg	Tablet, Blister pack	
486	Lyrca	Capsule, 25mg	Capsule	
487	Lyrca	Capsule, 75mg	Capsule	
488	Maxgalin 75	Capsule, 75mg	Capsule	
489	Nurowell P	Pregabalin 75mg + Methylcobalamin 75mg	Capsule	
490	Nervoplex	Inositol 1000mg, Methylcobalamin 1500mcg, 200mg Alpha Lipoic acid	Tablet	
491	Procarbazine	Capsule, 50mg	Capsule	
492	paludrine	Tablet, 100mg (as hydrochloride)	Tablet	
493	inderal	Tablet, 10mg (as hydrochloride), film coated	Tablet	
494	bedranol	Tablet, 10mg (as hydrochloride), film coated	Tablet	
495	inderal	Tablet, 40mg	Tablet	
496	bedranol	Tablet, 40mg	Tablet	
497	inderal	Tablet, 50 mg	Tablet	
498	propylthiouracil-metro	Tablet, 50 mg	Tablet	
499	Pyridostigmine	Tablet, 60mg (as bromide)	Tablet	

500	Pyridoxine	Tablet, 50mg (as hydrochloride)	Tablet, Blister pack
501	Pyrimethamine	Tablet, 25mg	Tablet
502	Atrolac	Tablet, 50mg	Tablet
503	Qutipin	Tablet, 50mg	Tablet
504	Atrolac	Tablet, 200mg	Tablet
505	Qutipin	Tablet, 200mg	Tablet
506	zantac	Tablet, 150mg (as hydrochloride)	Tablet, Blister pack
507	rani denk	Tablet, 150mg (as hydrochloride)	Tablet, Blister pack
508	risperdal	Tablet, 2mg	Tablet
509	Sizodon 2mg	Tablet, 2mg	Tablet
510	Rose Bengal	Eye strips	strips
511	Ventolin	Solution for nebulization, 5mg (as sulfate)/ml	10ml Bottle
512	Salbutamol	Solution for nebulization, 5mg (as sulfate)/ml	10ml Bottle
513	Ventolin	Pressurized metered dose inhaler, 100micrograms/metered dose	Can
514	Asthalin	Pressurized metered dose inhaler, 100micrograms/metered dose	Can
515	Schimers	Eye strips	strips
516	zoloft	Tablet, 50mg	Tablet, Blister pack
517	zosert	Tablet, 50mg	Tablet, Blister pack
518	Sevelamer	Tablet, 800mg (as hydrochloride or carbonate), film coated	Tablet
519	Sevelamer	Tablet, 400mg (as carbonate), film coated	Tablet
520	viagra	Tablet, 100mg (as citrate)	Tablet, Blister pack
521	Evagra	Tablet, 100mg (as citrate)	Tablet, Blister pack
522	viagra	Tablet, 25mg (as citrate)	Tablet, Blister pack
523	Silver Nitrate antimicrobial dressing	Dressing, 10*20cm*	Packet
524	quench	Cream, 1%	250gm Tin
525	silverex	Cream, Silver Sulphadiazine 1% + Chlorhexidine 0.2%	250gm Tin
526	Sodium Dichloroisocyanurate	Tablet, 2.5mg	Tablet 100's
527	Sodium picosulfate	Skilax	15ml Bottle
528	epilim	Oral solution (syrup), 200mg/5ml	300ml Bottle
529	convulex	Oral solution (syrup), 200mg/5ml	300ml Bottle
530	epilim	Tablet, 300mg, slow release	Tablet, Blister pack
531	Encorate chrono	Tablet, 300mg, slow release	Tablet, Blister pack
532	epilim	Tablet, 200mg (as sodium), enteric coated	Tablet, Blister pack
533	Encorate chrono	Tablet, 200mg (as sodium), enteric coated	Tablet, Blister pack
534	Epilim	Tablet, 500mg, slow release	Tablet, Blister pack
535	Encorate chrono	Tablet, 500mg, slow release	Tablet, Blister pack
536	aldactone	Tablet, 100mg	Tablet, Blister pack

537	Sprirolac 100	Tablet, 100mg	Tablet, Blister pack
538	Aldactone	Tablet, 25mg	Tablet, Blister pack
539	Spirolac 25	Tablet, 25mg	Tablet, Blister pack
540	Sulfadiazine	Tablet, 500mg	Tablet
541	fansidar	Tablet, sulfadoxine 500mg + pyrimethamine 25mg	Tablet
542	malacide	Tablet, sulfadoxine 500mg + pyrimethamine 25mg	Tablet
543	septrin	Oral suspension, Sulfamethoxazole 200mg + Trimethoprim 40mg /5ml	100ml Bottle
544	septrin	Tablet, Sulfamethoxazole 400 + Trimethoprim 80mg	Tablet, Blister pack
545	salazopyrin EN	Tablet, 500mg, enteric coated	Tablet
546	Rocimus 0.1%	Ointment, 0.1% (as monohydrate)	10gm Tube
547	Rocimus 0.3%	Ointment, 0.03% (as monohydrate)	10g Tube
548	adoport	Capsule, 5mg	Capsule
549	adoport	Capsule, 0.5mg	Capsule
550	adoport	Capsule, 1mg	Capsule
551	Nolvadex	Tablet, 20mg (as citrate)	Tablet , Blister pack
552	Tamoxifen- Norvatis	Tablet, 20mg (as citrate)	Tablet , Blister pack
553	Flomax	Capsule, 400microgrms	Capsule
554	contiflo OD	Capsule, 400microgrms	Capsule
555	Temozolamide	Tablet, 20mg	Tablet
556	temozam	Capsule, 100mg	Capsule
557	lamisil	Topical cream, 1%	15g Tube
558	terbisil	Topical cream, 1%	15g Tube
559	lamisil	Tablet, 250mg, scored	Tablet
560	terbex	Tablet, 250mg, scored	Tablet
561	Tetracycline	Eye Ointment, 1%	3.5gm Tube
562	Thalidomide	Capsule, 100mg	Capsule
563	theo SR	Capsule, 400mg, slow release	Capsule, Blister pack
564	uniphyllin	Capsule, 400mg, slow release	Capsule, Blister pack
565	brilinta	Tablet, 90 mg, film coated	Tablet, Blister pack
566	spiriva	Inhaler Powder, 18micrograms of tiotropium (equivalent to 22.5 micrograms of tiotropium bromide)	Capsule + Device
567	topamax	Tablet, 25mg	Tablet
568	Tramal	Capsule, 50mg (as hydrochloride)	Capsule, Blister pack
569	Tramadol denk	Capsule, 50mg (as hydrochloride)	Capsule, Blister pack
570	Tramal	Capsule, 100mg (as hydrochloride), modified release	Capsule, Blister pack
571	Tramadol denk	Capsule, 100mg (as hydrochloride), modified release	Capsule, Blister pack
572	tramacet	Capsule, Tramadol 37.5mg +Paracetamol 325mg	Capsule, Blister pack
573	Metadol Fizz	Capsule, Tramadol 37.5mg +Paracetamol 325mg	effervescent tablet
574	Doloforte denk	Capsule, Tramadol 37.5mg +Paracetamol 325mg	Capsule, Blister pack

575	Pause	Tablets,500mg	Tablet,Blister Pack
576	Hemsamic	Capsule, 250 mg	Capsule, Blister pack
577	Triamcinolone	Oral gel	5g
578	mydriacil	Solution, eye drops, 1%	10ml Bottle
579	effexor	Capsule, 75mg (as hydrochloride), controlled release	Capsule
580	Veniz XR 75	Capsule, 75mg (as hydrochloride), controlled release	Capsule
581	Isoptin	Tablet, 240 mg (as hydrochloride), sustained release	Tablet, Blister pack
582	vera-denk SR	Tablet, 240 mg (as hydrochloride), sustained release	Tablet, Blister pack
583	Vincamine	Capsule, 30mg, slow release	Capsule
584	neuro forte	Tablet, (High Potency) B1 200mg, B6 50mg, B12 1000micrograms	Tablet, Blister pack
585	UPSA-C	Tablet, 1g Effervescent	Tablet
586	ceegram	Tablet, 1g Effervescent	Tablet
587	spectra E	Capsule, 400mg	Capsule, Blister pack
588	Evion	Capsule, 400mg	Capsule, Blister pack
589	warrex-5	Tablet, 5mg (as sodium)	Tablet, Blister pack
590	Otrivin	Nasal spray, 0.1%	10ml
591	Otrivin	Solution, nasal drops, 0.1%	10ml Bottle
592	Otrivin	Solution, nasal drops, 0.05%	15ml Bottle
593	Otrivin	Solution, nasal drops, 0.05%	10ml Bottle
594	Baby zinc syrup	Syrup, equivalent to 20mg elemental zinc/ 5ml or equivalent	Bottle
595	Square zinc	Tablet, equivalent to 20mg elemental zinc (Dispersable)	Tablet, Blister pack
596	Zinc oxide	Topical paste	500gm Tin
597	stilnox	Tablet, 10mg (as tartrate)	Tablet
598	nitrest	Tablet, 10mg (as tartrate)	Tablet
599	Isopto Atropine	Solution, eye drops, 0.1% (as sulfate)	5ml-10ml Bottle
600	Apitropin	Solution, eye drops, 0.1% (as sulfate)	5ml-10ml Bottle
601	Balance salt solution	Eye solution	500ml
602	Flourescein	Solution, eye drops, 2% (as sodium)	5ml-10ml Bottle
603	Flourescein	Eye strips	Strips
604	Ursodeoxycholic acid	Suspension, 250mg/5mL, sugar-free	250ml Bottle
605	Ursodeoxycholic acid	Tablet, 300mg	Tablet
606	Zinc	Solution, eye drops, 0.25% (as sulfate)	5ml-10ml Bottle
607	Zytiga	Tablet,250mg (as abiraterone acetate)	Tablet
608	Abirapro	Tablet,250mg (as abiraterone acetate)	Tablet
609	Zerodol P	Tablet	Tablet
610	Rucadol P	Tablet	Tablet
611	Ceclonec S	Aceclofenac 200mg/ Serratiopeptidase 30mg	tablets

612	Ceclonac PS	Aceclofenac 100mg/ Paracetamol 500mg/Serratiopeptidase 15mg	tablets	
613	Acetamox	Tablet, 250mg	Tablet	
614	Ascard-75	Tablet, 75mg, enteric coated	Tablet, Blister pack	
615	Bayer Aspirin Cardio	Tablet,300mg	Tablet	
616	Bayer Aspirin Cardio	Tablet,100mg	Tablet	
617	Zovirax	Eye Ointment, 3%	4.5gm Tube	
618	Acivir	Eye Ointment, 3%	4.5gm Tube	
619	Zovirax	Tablet,400mg	Tablet	
620	Acyclovir Denk	Tablet,400mg	Tablet	
621	Zovirax	Topical cream, 5%	10g Tube	
622	Acyclovir E. Denk	Topical cream, 5%	10g Tube	
623	Zovirax	Tablet, 200mg	Tablet	
624	Acyclovir Denk	Tablet, 200mg	Tablet	
625	Activated Charcoal Dressing	Sterile medicated dressing, 10.5 x 10.5cm or equivalent	Packet, 10's	
626	Klenzit	15gms	Tube	
627	Klenzit C	15gms	Tube	
628	Zentel	Suspension, 200mg/5ml	10ml Bottle	
629	Zentel	Tablet, 400mg, chewable	Tablet	
630	Fosavance	Tablet, 70mg (as sodium)	Tablet	
631	Reventa	Tablet, 70mg (as sodium)	Tablet	
632	Xatral	Tablet, 10mg (as hydrochloride), sustained release	Tablet	
633	Flotral	Tablet, 10mg (as hydrochloride), sustained release	Tablet	
634	Alginate-containing hydrocolloid cavity dressing	Dressing, 5cm*5cm	packet	
635	Vesanoid	Capsules, 10mg	Capsules	
636	Zyloric	Tablet,300mg	Tablet,blister	
637	Aleze	Tablet,300mg	Tablet,blister	
638	Zyloric	Tablet, 100mg	Tablet, Blister pack	
639	Aleze	Tablet, 100mg	Tablet, Blister pack	
640	Xanax	Tablet, 0.25mg, scored	Tablet, Blister pack	
641	Zolaram	Tablet, 0.25mg, scored	Tablet, Blister pack	
642	Xanax	Tablet, 0.5mg, scored	Tablet, Blister pack	
643	Zolaram	Tablet, 0.5mg, scored	Tablet, Blister pack	
644	Ambrodil syrup	Ambroxol HCL Syrup 30mg/5ml	100ml Bottle	
645	Tetracaine	Solution, eye drops, 0.5% (as hydrochoride)	5ml-10ml Bottle	
646	Gabrroral	Aminosidine 125mg/5ml	60ml bottle	
647	Aminosidine Syrup 125mg/5mls	Aminosidine 125mg/5ml	60ml bottle	

648	Gabrroral	Aminosidine 250mg tablet	Tablet, Blister pack	
649	Cordarone	Tablet, 200mg (as hydrochloride)	Tablet, Blister pack	
650	Amlozaar H	Tablet, amlodipine 5mg + losartan 50mg + Hydrochlorothiazide 12.5mg	Tablet, Blister pack	
651	Ampiclox	syrup,powder for reconstitution,250mg/5ml	bottle	
652	Rivaclox	syrup,powder for reconstitution,250mg/5ml	bottle	
653	Ampiclox	Ampicillin 60mg + Cloxacillin 30mg/0.6ml(neonatal)	Bottle	
654	Maalox plus	Tablet, Magnesium hydroxide / trisilicate + Aluminium hydroxide with simethicone	Tablet, Blister pack	
655	Relcer gel	Tablet, Magnesium hydroxide / trisilicate + Aluminium hydroxide with simethicone	Tablet, Blister pack	
656	Maalox plus	Oral suspension, Magnesium hydroxide / trisilicate + Aluminium hydroxide with simethicone	200ml Bottle	
657	Relcer gel	Oral suspension, Magnesium hydroxide / trisilicate + Aluminium hydroxide with simethicone	200ml Bottle	
658	Aqueous Cream	500gms	tin	
659	Aqueous Cream	100gm	tin	
660	Coartem	tablet,20mg/120mg	tablet	
661	Co-falcinum	tablet,20mg/120mg	tablet	
662	Tears naturale II	Solution, eye drops, hydroxypropylmethylcellulose or sodium hyaluronate or equivalent .	10ml Bottle	
663	Tears guard	Solution, eye drops, hydroxypropylmethylcellulose or sodium hyaluronate or equivalent .	10ml Bottle	
664	Lipitor	Tablet,20mg	Blister pack	
665	Aztor	Tablet,20mg	Blister pack	
666	Lipitor	Tablet 40mg	Blister pack	
667	Aztor	Tablet 40mg	Blister pack	
668	Lipitor	Tablet 10mg	tablet	
669	Aztor	Tablet 10mg	tablet	
670	Isopto-atropine	Solution, eye drops, 0.5%	10ml Bottle	
671	Apitropin	Solution, eye drops, 0.5%	10ml Bottle	
672	Isopto-atropine	Solution, eye drops, 1%	10ml Bottle	
673	Apitropin	Solution, eye drops, 1%	10ml Bottle	
674	Zithromax	500 mg	tablet	
675	Azimax	501 mg	tablet	
676	Mebo herbal	Cream	30g tube	
677	Aerovent inhalar	Inhaler Powder	can	
678	Pernex AC	gel,20g	20g tube	

679	Andolex C	Solution, Benzydamine hydrochloride 22.5mg, Chlorhexidine Gluconate 18mg /15ml mouthwash	200ml Bottle	
680	Andolex C Pastilles	10 mg Ectoin	Lozenges	
681	Medi-Keel A Throat Lozenges	Cetylpyridinium And Benzocaine	Lozenges	
682	Benzyl Benzoate	Lotion,25%	100ml Bottle	
683	Betaserc	Tablet,8mg	Tablet	
684	Celestamine	0.25mg/2mg tablets	tablet	
685	Diprosalic	Ointment, Betamethasone Propionate 0.25% + Salicylic Acid 3%	15gm Tube	
686	Syndol	Paracetamol 450mg,Codeine 10mg,doxylamine succinate 5mg and caffeine 50mg	Tablet	
687	Betapyn	Paracetamol 450mg,Codeine 10mg,doxylamine succinate 5mg and caffeine 50mg	Tablet	
688	Casodex	tablet, 150mg	Tablet,Blister Pack	
689	Ilaxten	20mg	tablet	
690	Boric acid	Solution, Boric acid in spirit Ear drops	10ml Bottle	
691	Bosentan	Tablet,62.5mg	Tablet	
692	Bromelain + Chrystalline trypsin	50mg Bromelain and 1mg Trypsin	tablets	
693	Meditrol	0.25mg	capsules	
694	Osteocare	Calcium,Copper, Magnesium,Zinc and Vit D3	Tablet	
695	Osteocare	Calcium, Magnesium,Zinc and Vit D3 (Suspension)	200ml Bottle	
696	Bonium	Calcium citrate + Vitamin D3+ Magnesium hydroxide	tablet	
697	Kayexalate	Calcium Polystyrene Sulphonate 15g	Sachet	
698	Camylofin+paracetamol	tablets, 325mg	Tablets	
699	Candecard	16mg	Tablet	
700	Atacand	16mg	Tablet	
701	Capoten	Tablet,25mg	Tablet,Blister pack	
702	Captopril-denk	Tablet,25mg	Tablet,Blister pack	
703	Cifex	Tablet,400mg	Tablet	
704	Cefixime 400mg	tablet 400mg (ER)	Tablets	
705	Zinnat	Tablet,500mg,	Tablet	
706	Forcef 500	Tablet,500mg,	Tablet	
707	Celcoxx	Capsule, 100mg	Capsule, Blister pack	
708	Cerelife	Tablet,90mg	Tablet	
709	Cetylpyridinium/ethanol	mouthwash	250ml bottle	
710	Cholestyramine sandoz	Cholestyramine 4gm	Sachet	
711	Bonjela	mouth gel	15g tube	
712	Citro soda	120gms	Bottle	

713	Klacid	250mg	tablets
714	Claritek	250mg	tablets
715	Dalacin-C	Capsule, 150mg	Capsule, Blister pack
716	Clindar-B	Capsule, 150mg	Capsule, Blister pack
717	Dalacin T soln	Solution,1%	Bottle
718	Dermovate	Cream, 0.05% (as propionate)	15-30g Tube
719	Clobeta Cream	Cream, 0.05% (as propionate)	15-30g Tube
720	Cosvate-GM	15gms	Tube
721	Cosvate-GM	10gm	Tube
722	Canesten	Vaginal Tablet 500mg	Pck of 1
723	Candid	Vaginal Tablet 500mg	Pck of 2
724	Clotrimazole	Cream, Clotrimazole + Betamethasone valerate + Gentamicin	20g cream
725	Cudo forte probiotic caps	capsule	Capsules
726	Pradaxa	Capsule, 150mg	Capsule, Blister pack
727	Pradaxa	Capsule, 75mg	Capsule, Blister pack
728	Pradaxa	Capsule, 110mg	Capsule, Blister pack
729	Debridace Cream	15gms	Tube
730	Debriding Ointment	Papain urea debriding Ointment	15gm Tube
731	Epimol Emollient	500gms	Tube
732	Kettesse	25mg	tablet
733	Cataflam	Oral drops,15mg/ml	Dropper Bottle
734	Diltiazem tabs 120mg	Tablet,120mg	Tablet
735	Divalproex	Tablet,500mg, as sodium	Tablet
736	Skilax	15ml	bottle
737	Dorzolamide Eye Drops 2%	Eye drops 2%	5ml
738	Filbet		tablets
739	Cymbalta	Capsule, 60mg (as hydrochloride)	Capsule, Blister Pack
740	Duzela	Capsule, 60mg (as hydrochloride)	Capsule, Blister Pack
741	Ebastel	ebastine 10mg	tablets
742	Econazole Drops 1%	Eye drops 1%	10ml
743	Zenglu 10	tablet 10mg	tablet
744	Zenglu 25	25mg, tablets	tablets
745	Zenglu Met 12.5/500	Empagliflozin 5mg +Metformin 500mg	tablet
746	Zenglu Met 12.5/1000	Empagliflozin 5mg +Metformin 1000mg	tablet
747	Xempalin 10	Empagliflozin 10mg +Linagliptin 25mg	tablet
748	Xempalin 25	Empagliflozin 25mg +Linagliptin 25mg	tablet

749	Emulsifying ointment	500gms	tin	
750	Ensure	400gms	tin	
751	Xtandi	Tablet, 40mg, ,	Tablet, Blister pack	
752	Epimax Plus	cream 400gms	400mg	
753	Inspra	Tablet, 25mg	Tablet	
754	Throcin	Tablet, 250mg	Tablet, Blister pack	
755	Cipralext	Tablet, 10mg	Tablet	
756	Nexito	Tablet, 10mg	Tablet	
757	Nexium	Tablet, 40mg	Tablet	
758	Esose	Tablet, 40mg	Tablet	
759	Etoposide	100mg	capsule	
760	Deep Heat	35g tube	tube	
761	Afinitor	Tablet, 10mg	Tablet	
762	Aromasin	Tablet, 25mg	Tablet, Blister pack	
763	Favipiravir	200mg	Tablet	
764	Febus	Tablet, 40mg	Tablet, Blister pack	
765	Fefol	Equivalent to elemental iron 50 - 100mg tab/cap and not more than 0.5mg-1.5mg/ Tablet Folic ,ascorbic Acid, pyridoxine, cyanocobalamine or equivalent.	Tablet/Capsule, Blister pack	
766	Urispas	200mg	Tablet	
767	Uraxil-forte	200mg	Tablet	
768	Flecainide	Tablet, 50 mg (as acetate)	Tablet , Blister pack	
769	Flucytosine caps 500mg	Capsule, 500mg	Capsule	
770	Flutan	Tablet, 250mg	Tablet	
771	Formalin (Paraformaldehyde)	Tablet, 1g	Tablet, 100's	
772	Gefitinib	Tablet, 250mg	Tablet	
773	Amaryl	1mg, tablets	tablet	
774	Glimulin	1mg, tablets	tablet	
775	Amaryl	4mg tablets	tablet	
776	Glimulin	4mg tablets	tablet	
777	Griseofulvin	Tablet, 500mg, scored	tablet	
778	Griseofulvin	Tablet, 125mg, scored	tablet	
779	Hydrocortisone-xepa	Ointment, 1% (as acetate)	15gm Tube	
780	Hydrocortisone	Tablet, 5mg	Tablet	
781	Hydrogel dressing	Gel 25gm	25gm	
782	Hydrogen peroxide solution 3%	Solution, 3%	10ml	

783	Hydrogen peroxide solution 6%	200ml bottle	bottle	
784	Hypertonic sodium phosphate enema (or equivalent)	Rectal solution, 135ml	Bottle	
785	Tears Naturale	0.3% w/v eye drops	10ml bottle	
786	Brufen	Syrup, 100mg/5ml	60ml bottle	
787	Orbifen	Syrup, 100mg/5ml	60ml bottle	
788	Glivec	Tablet, 100mg	Tablet	
789	Imatib	Tablet, 100mg	Tablet	
790	Aldara	Cream, 5%	Sachet	
791	Inhalation Spacer	With mask	Pieces	
792	Inhalation Spacer	(2 years and above)	Pieces	
793	Haemocel	500ml	bottle	
794	Irbetan	Tablet, 300mg, slow release	Tablet	
795	Irovel	Tablet, 300mg, slow release	Tablet	
796	Irbetan H	irbesatan 150mg/ hydrochlorothiazide 12.5mg	tablet	
797	Irovel-H	irbesatan 150mg/ hydrochlorothiazide 12.5mg	tablet	
798	Procoralan	Tablet, 5mg	tablet	
799	Ivermectin	Tablet, 3mg	Tablet, Blister pack	
800	Ivermectin	6mg, tablet	tablet	
801	Nizoral	200mg tabs	tablet	
802	Kior	200mg tabs	tablet	
803	Fastum	Topical gel	20g	
804	Fastum	Topical gel	100G	
805	Eltroxin	Tablet, 100mcg	Tablets blister	
806	Thyrion	Tablet, 100mcg	Tablets blister	
807	Eltroxin	Tablet, 25 micrograms (as sodium)	Tablet	
808	Duphalac	Oral liquid	100ml Bottle	
809	Lactulac	Oral liquid	100ml Bottle	
810	Leflox	750mg	tablet	
811	Microgynon	Levonogestrel 0.15mg/Ethinylestradiol 0.03mg	tablet	
812	Femiplan	Levonogestrel 0.15mg/Ethinylestradiol 0.03mg	tablet	
813	Trajenta	5mg tabs	tablet	
814	Zyvox	Tablet, 600 mg	Tablet, Blister pack	
815	Lizolid	Tablet, 600 mg	Tablet, Blister pack	
816	Liquid paraffin nasal drops	Eye drops	10ml	
817	Zestril	Tablet, 5mg	Tablet, Blister pack	

818	Zestoretic	Tablet 20mg/12.5mg	Tablet blister pack
819	Camcolit	Tablet,400mg	Tablet
820	Lithium Carbonate Tabs 400mg	Tablet,400mg	Tablet
821	Ceenu	Capsules, 40mg	Capsules
822	Xefo 4mg	Lornoxicam 4mg	tablet
823	Xefo 8mg	Lornoxicam 8mg	tablet
824	Flexilor	Lornoxicam 8mg	tablet
825	Oxifast MR	Tablet	Tablet
826	Janumet	Tablet, Metformin 1000mg + Sitagliptin 50mg	Tablet, Blister pack
827	Treviamet	Tablet, Metformin 1000mg + Sitagliptin 50mg	Tablet, Blister pack
828	Janumet	Tablet, Metformin 500mg + Sitagliptin 50mg	Tablet, Blister pack
829	Treviamet	Tablet, Metformin 500mg + Sitagliptin 50mg	Tablet, Blister pack
830	Methadone	Tablet, 5mg	Tablet
831	Methotrexate 1gm	Syrup	Bottle
832	Aldomet	Tablet, 250mg	tablet
833	Methyldopa-Remedica	Tablet, 250mg	tablet
834	Methylprednisolone	4mg tablet	tablet
835	Metronidazole	Tablet, 200mg	Tablet
836	Flagyl	Oral suspension, 200mg/5ml (as benzoate)	100ml Bottle
837	Filmet	Oral suspension, 200mg/5ml (as benzoate)	100ml Bottle
838	Daktacort	Miconazole+hydrocortisone 15gm	tube
839	Daktarin	Topical cream	20g tube
840	Micogel	Topical cream	20g tube
841	Minocycline	100MG	Tablet
842	Mirtaz	Tablet, 30mg	Tablet, Blister pack
843	Glemont L	Montelukast 10mg+ Levocetirizine 5mg	tablets
844	MST Continus	Tablet/Capsule, 30mg (Sustained Release)	Tablet/Capsule, Blister pack
845	Morphine-martindale	Tablet/Capsule, 30mg (Sustained Release)	Tablet/Capsule, Blister pack
846	Moza-5	5mg tablet	tablet
847	Myfortic	Tablet, 180mg (as sodium)	Tablet/Capsule, Blister pack
848	Cellcept	Tablet, 250mg, (as mofetil)	Tablet
849	Naltrexone Implant	765mg	Pieces
850	Naltrexone tabs 50mg	Tablet, 50mg	Tablet
851	Nestle nan optipto 1	400gms	tin
852	Nicorrete Gum 2mg	Tablet	Tablet
853	Nicorrete Gum 4mg	Tablet	Tablet
854	Tasigna	Tablet, 200mg	Tablet

855	Nizal	500mg	Tablets
856	Nitroglycerin	tablet, 2.6mg	tablet
857	Norash cream	Dimethicone 20%, Zn oxide 7.5%, calamine 1.5%, cetrimide 1.125%	tube
858	Novo fine	needles	needles
859	Novo twist	needles	needles
860	Polygynax	(10000iu+35000iu+25000iu)Polygnax	supp
861	Orflox	tablets 400mg	Tablets
862	Ojen	tablets 400mg	Tablets
863	Zyprexa	10mg	Tablets
864	Deprex	10mg	Tablets
865	Zyprexa	5mg	Tablet
866	Deprex	5mg	Tablet
867	Patanol	Eye drops	5ml
868	Olapo	Eye drops	5ml
869	Dazolic	Tablet, 500mg	Tablet
870	ORS (Zinc Sulphate 20mg)		Kit
871	Tagrisso	Tablets,80mg	Blister pack
872	Spasmomen	tablet,40mg	tablet
873	Oxycontin	Tablet, 10mg, Sustained release	Tablet, Blister Pack
874	Oxylor	Tablet, 10mg, Sustained release	Tablet, Blister Pack
875	Palbociclib	Tablet, 125mg	Tablet
876	Panadol 1gm	effervescent Tablet	Tablet
877	Cipladon1 gm	effervescent Tablet	Tablet
878	Votrient	Tablet,200mg	Tablet
879	Coveram	Perindopril 10mg+ Amlodipine 10mg	tablets
880	Coveram	Perindopril 10mg+ Amlodipine 5mg	tablets
881	Triplixam	Perindopril 10mg+ Indapamide 2.5mg + Amlodipine 10mg	tablets
882	Triplixam	Perindopril 5mg+ Indapamide 1.25mg + Amlodipine 10mg	tablets
883	Pirfenidone	Tablet, 200mg	Tablet
884	Podophyllum resin	10gms, podosal paint	Tube
885	Polyurethane dressing	Spray for dressing, (Opsite spray or equivalent)	Can
886	Pramipex	Tablet, 0.25mg, Scored	Tablet,Blister Pack
887	Predsol	Syrup 5mg/5ml	Bottle
888	Prednisolone hexanoate+ Cincochaine HCL	30g tube	Rectal ointment
889	Lyrica	Capsule,150mg	Capsule
890	Maxgalin 150	Capsule,150mg	Capsule

891	Mixtard 30	Injection, intermediate acting insulin (as compound insulin zinc suspension or isophane insulin) 70%+ short acting insulin (Regular) 30% (Human), 100iu/ml	Cartridge/flexpen	
892	Pre-mixed intermediate acting insulin analog and rapid acting insulin analog	Injection, Pre-mixed, intermediate acting insulin analog 50% (insulin lispro protamine suspension or equivalent) and rapid acting insulin analog (insulin lispro or equivalent) 50%, 100iu/ml	3ml Cartridge	
893	Pre-mixed intermediate acting insulin analog and rapid acting insulin analog	Injection, Pre-mixed, intermediate acting insulin analog 75% (insulin lispro protamine suspension or equivalent) and rapid acting insulin analog (insulin lispro or equivalent) 25%, 100iu/ml	3ml cartridge	
894	Susten	400mg capsules	capsules	
895	Promethazine + carboceistine		125ml	
896	Qutipin	Tablet,300mg, Slow Release	Tablet,Blister Pack	
897	Quinine Tabs 300mg	Tablet,300mg	Tablet	
898	Tritace	ramipril 2.5mg	tablets	
899	Tritace	5mg tabs	Tablets	
900	Rehydration solution for malnutrition (ReSoMal)	Solution	Satchet	
901	Epistat	Eye drops	5ml	
902	Ribavirin Tabs 400mg	Tablet,400mg	Tablet	
903	Rifaxa	Tablet,550mg	Tablet	
904	Xarelto	Tablet, 2.5mg	Tablet, Blister pack	
905	Xarelto	Tablet, 10mg	Tablet, Blister pack	
906	Xarelto	Tablet, 15mg	Tablet, Blister pack	
907	Xarelto	Tablet, 20mg	Tablet, Blister pack	
908	Rizact	Tablet, 10mg, Scored	Tablet,Blister Pack	
909	Crestor	Tablet,10mg	Tablet	
910	Rosu	Tablet,10mg	Tablet	
911	Normagut	Sccharomyces boulardii 250mg	capsule	
912	Uperio	Tablets,50mg	Tablet	
913	Uperio	Tablets,100mg	Tablet	
914	Ventolin	syrup 2mg/5ml	100ml bottle	
915	Duplazin cough strup	100mls	bottle	
916	Ventolin	4mg tablets	tablets	
917	Seretide evohaler	Pressurized metered dose inhaler, Salmeterol xinafoate 25 micrograms + Fluticasone propionate 50 micrograms / actuation	Can	
918	Combiwave	Pressurized metered dose inhaler, Salmeterol xinafoate 25 micrograms + Fluticasone propionate 50 micrograms / actuation	Can	
919	Seretide accuhaler	Inhalation Powder in accuhaler, Salmeterol xinafoate 50 micrograms + Fluticasone propionate 250 micrograms / actuation	Can	

920	Airflusal inhale	Inhalation Powder in accuhaler, Salmeterol xinafoate 50 micrograms + Fluticasone propionate 250 micrograms / actuation	Can	
921	Kombiglyze	Tablet	Tablet	
922	Flagentyl	tablet	tablet	
923	fladazole	tablet	tablet	
924	bactrazine	Silver sulphadiazine cream	100gm tin	
925	quench	Silver sulphadiazine cream	100gm tin	
926	Januvia	Sitagliptin Tablet, 100mg	Tablet, Blister pack	
927	Trevia	Sitagliptin Tablet, 100mg	Tablet, Blister pack	
928	Januvia	Sitagliptin Tablet, 50mg	Tablet, Blister pack	
929	Trevia	Sitagliptin Tablet, 50mg	Tablet, Blister pack	
930	Slow K norvatis	Slow Potassium Tablet, 600mg ,Slow release	Tablet	
931	Slow Na HK pharma	Slow Sodium Tablet, 600mg, modified release	Tablet	
932	Sodium acid phosphate	1.936gm	tablet	
933	Sodium bicarbonate	mouthwsh, 1% W/V	500ml Bottle	
934	Nasivion S	Sodium Chloride Nasal Drops B.P. 0.9% W/V Nasal drops	10ml	
935	Nexavar	Tablet, 200mg	Tablet	
936	Soranib	Tablet, 200mg	Tablet	
937	Sucrafil O gel	100ml bottle	Bottle	
938	Seprtin	oral suspension,240mg/5ml	60ml Bottle	
939	cialis	Tablet, 5mg	Tablet	
940	Talgentis	Tablet, 5mg	Tablet	
941	Finosin	Tablet, Tamsulosin 400 micrograms + Finasteride 5mg	Tablet,Blister Pack	
942	Duodart	Tablet, Tamsulosin 400 micrograms + dutasteride 5mg	Tablet,Blister Pack	
943	Micardis 40	Tablet, 40mg	Tablet, Blister pack	
944	Ontel 40	Tablet, 40mg	Tablet, Blister pack	
945	Glentel CT	Tablet, Telmisartan 80mg + Chlorthalidone 25mg	Tablet, Blister pack	
946	Micardis Plus	Tablet, Telmisartan 80mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	
947	Ontel 80 H	Tablet, Telmisartan 80mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	
948	Ontel 40 AMH	Tablet, Telmisartan 40mg + Amlodipine 5mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	
949	Ontel 80 AMH	Tablet, Telmisartan 80mg + Amlodipine 5mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	
950	temlo	Solution, eye drops, 0.25%	5ml Bottle	
951	Fasigyn	Tablets,500mg	Blister pack	
952	trinitab	Tablets,500mg	Blister pack	
953	tobradex		Dropper bottle	
954	tobrasone-D		Dropper bottle	
955	Samsca	Tablet,15mg	Tablet	

956	toras-denk	Tablet, 10mg, scored	Tablet, Blister pack
957	retin-A	Tretinoin 0.05% cream	20gm Tube
958	optimal	Tretinoin 0.05% cream	20gm Tube
959	panderm	Cream	Tube
960	vastarel	Tablet, 35mg	Tablet, Blister pack
961	UV –SPF 30+ (Sunscreen Lotion)	Lotion	Tube
962	vagacyte	Tablet, 450mg	Tablet,Blister Pack
963	Starval	160mg	tablet
964	diovan	80mg	tablet
965	Starval	80mg	tablet
966	Isoptin	Tablet, 40mg	Tablet, Blister pack
967	Galvus	Tablet, Vildagliptin 50mg	Tablet, Blister pack
968	cavinton		tablets
969	Deksel	Oral solution, (60,000I.U), Nanoform	dropper Bottle
970	Vitamin D	Capsule or Tablet 250micrograms, Vitamin Alpha D3 (Cholecalciferol) OR equivalent	Capsule/Tablet
971	d-soft	600000iu	capsule
972	Voriconazole	Oral Suspension, 200mg/5ml	Bottle
973	Vfend	Tablet, 200mg	Tablet
974	Vorirole	Tablet, 200mg	Tablet
975	Vortioxetine	Tablet, 10mg	Tablet, Blister pack
976	Wax Removal Solution	Ear dops, Chlorobutamol 5%,Paradichlorobenzene 2% ,arachis oil 57.3% (or equivalent)	10ml bottle
977	zincast	500gms	tin
978	Annusol	suppository	suppository
979	hymoproct	suppository	suppository
980	Zinc oxide	25gm	ointment
981	novorapid	Injection, rapid acting insulin analog 100iu/ml (Aspart , Lispro or equivalent) novorapid	3ml cartridge
982	Penicillin V 250mg	Phenoxymethylpenicillin 250mg	Tablet
983	Paromomycin 250mg	Paromomycin 250mg	Tablet
984	Zinc oxide + Ferric oxide	Zinc oxide 15%, Ferric oxide 0.5%	bottle
985	grabacin	Neomycin 5mg, Gramicidin 0.5mg, Bacitram zinc 2.5mg powder	bottle
986	Spray Dressing	Moisture vapour permeable spray dressing	bottle
987	Clopid ASP 75mg	Clopidogrel 75mg, Aspirin 75mg	Tablet, Blister pack
988	exforge-fct	Tablet, amlodipine 5mg + Valsartan 160mg	Tablet, Blister pack
989	Starval AM	Tablet, amlodipine 5mg + Valsartan 160mg	Tablet, Blister pack

990	exforge-ect	Tablet, amlodipine 10mg + Valsartan 160mg	Tablet, Blister pack	
991	Starval AM	Tablet, amlodipine 10mg + Valsartan 160mg	Tablet, Blister pack	
992	augmentin	Powder for oral suspension, Amoxicillin (trihydrate) 400mg + Clavulanic Acid (Potassium clavulanate), 57mg/5ml	70ml Bottle	
993	amoxiclav	Powder for oral suspension, Amoxicillin (trihydrate) 400mg + Clavulanic Acid (Potassium clavulanate), 57mg/5ml	70ml Bottle	
994	amoxil	Powder for oral suspension, 125mg/5ml, (trihydrate) anhydrous.	100ml Bottle	
995	zeemox	Powder for oral suspension, 125mg/5ml, (trihydrate) anhydrous.	100ml Bottle	
996	symbicort	Turbuhaler, budesonide 160micrograms + formoterol 4.5 micrograms / dose or equivalent	Can	
997	Dihydroprogesterone	Dihydroprogesterone 10mg	Tablet	
998	stiroel	Diethylstilbestrol 5mg	Tablet	
999	Diltiazem	Gel 2%	Tube	
1000	Ascoril	bronchodilator mucolytic	100ml bottle	
1001	nadoxin	Nadifloxacin cream 1%	Tube	
1002	ozical	Tablet calcium (Nanoform) 500mg + Vitamin D3 (200iu) or equivalent	Tablet, blister pack	
1003	safecal	Tablet calcium (Nanoform) 500mg + Vitamin D3 (200iu) or equivalent	Tablet, blister pack	
1004	bactrazin	cream	50gm tube	
1005	quench	cream	50gm tube	
1006	candid	Topical powder 30gm	Bottle	
1007	albican	Topical powder 30gm	Bottle	
1008	arcoxia	Capsule, Etoricoxib 120mg	Capsule, Blister pack	
1009	etorix	Capsule, Etoricoxib 120mg	Capsule, Blister pack	
1010	Pregabalin + Nortriptyline	Pregabalin 75mg + Nortriptyline 10mg	Capsule	
1011	twynsta	Tablet, Telmisartan 40mg + Amlodipine 5mg	Tablet, Blister pack	
1012	Micardis 80	Tablet, 80mg	Tablet, Blister pack	
1013	Ontel 80	Tablet, 80mg	Tablet, Blister pack	
1014	Sodium bicarbonate	Tablet, 300mg	Tablet, Blister pack	
1015	Paloxi	PalonosetronTablet, 0.5mg	Tablet, Blister pack	
1016	Calcium citrate + Colecalciferol suspension	Suspension calcium (Nanoform) + Vitamin D3	Bottle	
1017	Micardis Plus	Tablet, Telmisartan 40mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	
1018	Ontel 40 H	Tablet, Telmisartan 40mg + Hydrochlorthiazide 12.5mg	Tablet, Blister pack	
1019	Qutipin 100	Tablet, 100mg	Tablet	
1020	Duloxetine	Capsule, 100mg (as hydrochloride)	Capsule, Blister pack	
1021	Prasugrel	Prasugrel 5mg	Capsule, Blister pack	
1022	Prasugrel	Prasugrel 10mg	Capsule, Blister pack	
1023	Digestimol	Digestive enzymes, probiotics, Ginger	Capsule, Blister pack	

1024	Flecinide	Tablet, 100 mg (as acetate)	Tablet , Blister pack	
1025	waxsol	Docusate sodium, 0.05/10ml ear drops	bottle	
1026	tobrex	eye drops 5ml	Dropper bottle	
1027	bracin	eye drops 5ml	Dropper bottle	
1028	phenidex	Solution, eye/ear drops,	Dropper bottle	
1029	Galvas met	Tablet, Metformin 850 + Vildagliptin 50mg	Tablet, Blister pack	
1030	Susten	Micronized progesterone 200mg	Capsule, Blister pack	
1031	Augmentin	Powder for oral suspension, Amoxicillin (trihydrate) 250mg + Clavulanic Acid (Potassium clavulanate), 62.5mg/5ml (312.5mg/5l)	70ml Bottle	
1032	Enhancin	Powder for oral suspension, Amoxicillin (trihydrate) 250mg + Clavulanic Acid (Potassium clavulanate), 62.5mg/5ml (312.5mg/5l)	70ml Bottle	
1033	flagyl	Tablet, 400mg	Tablet, Blister pack	
1034	medzol	Tablet, 400mg	Tablet, Blister pack	
1035	ciprobay	Tablet, 250mg	Tablet, Blister pack	
1036	ulcip	Tablet, 250mg	Tablet, Blister pack	
1037	Glyceryl trinitrate-arrow	Sublingual spray , 400micrograms	can	
1038	Stivarga	Regorafenib 40mg	Tablet, Blister pack	
1039	Resihance	Regorafenib 40mg	Tablet, Blister pack	
1040	Pomahope	Pamalidomide 4mg	Tablet, Blister pack	
1041	Pomalong	Pamalidomide 4mg	Tablet, Blister pack	
1042	Keppra	Tablet, 250mg, Scored tablet	Tablet, Blister pack	
1043	Levepil	Tablet, 250mg, Scored tablet	Tablet, Blister pack	
1044	ZuluMr	Aceclofenac 100mg+Paracetamol 325mg+chlorsoxazone 250mg	Tablet, Blister pack	
1045	Cymbalta	Capsule, 30mg (as hydrochloride)	Capsule, Blister pack	
1046	Duzela	Capsule, 30mg (as hydrochloride)	Capsule, Blister pack	
1047	Twynsta	Tablet, Telmisartan 80mg + Amlodipine 5mg	Tablet, Blister pack	
1048	Coveram	Perindopril 5mg+ Amlodipine 10mg	Tablet, Blister pack	
1049	Coveram	Perindopril 5mg+ Amlodipine 5mg	Tablet, Blister pack	
1050	Avodart	Tablet, Dutasteride 0.5mg	Tablet,Blister Pack	
1051	Rozavel Ez	Tablet, Rosuvastatin 10mg + Ezetimibe 10mg	Tablet,Blister Pack	
1052	Mebo herbal	Cream	15g tube	
1053	Renebo	Cream	15g tube	
1054	Avalife	AVALIFE ADVANCE RESCUE	Capsules	
1055	Esclam kit	Esomeprazole 40mg/Clarithromycin 500mg/Amoxycillin 1gm	Pack	
1056	Herceptin	Trastuzumab 440mg injection	20mlvial	
1057	Hertraz	Trastuzumab 440mg injection	20mlvial	
1058	Avastin	Bevacizumab 400mg injection	16ml vial	

1059	Abevmy	Bevacizumab 400mg injection	16ml vial	
1060	Avastin	Bevacizumab 100mg injection	4ml vial	
1061	Abevmy	Bevacizumab 100mg injection	4ml vial	
1062	Mabthera	Rituximab 500mg injection	50ml vial	
1063	Mabthera	Rituximab 100mg injection	10ml vial	
1064	Erbitux	Cetuximab 500mg injection	100ml vial	
1065	Erbitux	Cetuximab 100mg injection	20ml vial	
1066	Opidvo	Nivolumab 100mg injection	10ml vial	
1067	Keytruda	Pembrolizumab 100mg injection	4ml vial	
1068	Nat C	Vitamin C 100mg + Bioflavonoids	Tablet	
1069	Gleencee	Vitamin C 100mg	effervescent Tablet	
1070	Ginsomin	Multivitamin/ 50mg Panax Ginsen Extract	Soft gel capsules	
1071	Enat 400mg	Vitamin E 400mg	Soft gel capsules	
1072	Enat cream	Vitamin E Cream	50gm tube	
1073	Scotts emulsion (orange flavour)	Vitamin A,D and calcium	bottles	
1074				
1075	Seven seas	Vitamin A,D,E and Omega 3 oils	170 ml bottles	
1076	Seven seas	Vitamin A,D,E and Omega 3 oils	100 ml bottles	
1077	Seven seas capsules	Vitamin A,D,E and Omega 3 oils	capsules	
1078	Menopace capsules	Vitamins and soya isoflavones	capsules	
1079	Pregnacare preconception capsules	Vitamins B12, D, Coq 10 folic, inositol	capsules	
1080	Cartil super forte tablets	Glucosamine 750mg, Diacerein, Methyl sulphonyl methane.	Tablet	
1081	Cartmove plus tablets	Omega 3,6,9, fatty acids, Methyl sulphonyl methane, glucosamine	Tablet	
1082	Ovacare tablets	L-Arginine, folic, selenium, multivitamins	Tablet	
1083	Glycerine liquid 100mls	Glycerine liquid 100mls	bottle	
1084	Lanolin cream	Petrolatum, mineral oil, dimethicone cream tubes	Tubes	
1085	Uperio	Sacubitril + Valsartan 100mg	Tablet, Blister pack	
1086	Uperio	Sacubitril + Valsartan 50mg	Tablet, Blister pack	
1087	Secutril	Sacubitril + Valsartan 100mg	Tablet, Blister pack	
1088	Secutril	Sacubitril + Valsartan 50mg	Tablet, Blister pack	
1089	exforge-hct	Tablet, amlodipine 10mg + Valsartan 160mg + hctz 12.5mg	Tablet, Blister pack	
1090	exforge-hct	Tablet, amlodipine 5mg + Valsartan 160mg + hctz 12.5mg	Tablet, Blister pack	
1091	Herceptin-subcutaneous	Trastuzumab 440mg injection	5ml vial	

Schedule: Goods Manufactured Outside Kenya, to be Imported – Bidder to modify as necessary

(Group C Tenders, goods to be imported) Currencies in accordance with ITT 15						Date: _____ ITT No _____ Alternative No: _____ Page N° of _____		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
							Total Price	

Name of tenderer [*insert complete name of tenderer*] Signature of tenderer [*signature of person signing the Tender*] Date [*Insert Date*]

Price Schedule: Goods Manufactured Outside Kenya, already imported*

(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15										Date: _____ ITT No: _____ Alternative No: _____ Page N ^o <u> </u> of <u> </u>	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N ^o	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5 ^o 8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
										Total Tender Price	

Name of tenderer [*insert complete name of tenderer*] Signature of tenderer [*signature of person signing the Tender*] Date [*insert date*]

Price Schedule: Goods Manufactured in Kenya

Kenya		(Group A and B Tenders) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N ^o <u> </u> of <u> </u>	
1	2	3	4	5	6	7	8	9	10
Line Item N ^o	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4 ^x 5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)
								Total Price	

Name of tenderer [*insert complete name of tenderer*] Signature of tenderer [*signature of person signing the Tender*] Date [*insert date*]

Price and Completion Schedule - Related Services

Currencies in accordance with ITT 15					Date: _____ ITT No: _____ Alternative No: _____ Page N ^o of _____	
1	2	3	4	5	6	7
Service N ^o	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Tender Price						

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[insert date]*

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**Beneficiary:** _____**Request for Tenders No:**
_____**Date:** _____**TENDER GUARANTEE No.:** _____**Guarantor:** _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No._____
_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of_____20__.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by KUTRRH during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of KUTRRH Tendering document.

then the guarantee undertakes to immediately pay to KUTRRH up to the above amount upon receipt of KUTRRH first written demand, without KUTRRH having to substantiate its demand, provided that in its demand KUTRRH shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:..... *[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
- 4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

Duly authorized to sign the bid for and on behalf of *[insert complete name of*

Tenderer]. Dated on day of *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER’S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:..... *[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT*

process] Alternative No. [insert identification No if this is a

Tender for an alternative]

To..... *[Insert complete name of Procuring*

Entity] WHEREAS

We..... *[insert complete name of Manufacturer], who are official manufacturers of..... [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of tenderer] to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.*

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title..... *[Insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that “delivery” takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which KUTRRH delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the tenderer]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1.	As per the Price Schedule			KUTRRH Hospital – TRI Building	2weeks	4weeks	

2 List of Related Services and Completion Schedule

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

¹If applicable

3. Technical Specifications

- 3.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. KUTRRH shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which KUTRRH will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from KUTRRH or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vi) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
 - vii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 3.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of KUTRRH thereon.
 - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 3.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, KUTRRH shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

- 34 When KUTRRH requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, KUTRRH shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 35 If a summary of the Technical Specifications(TS) has to be provided, KUTRRH shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards [*insert whenever necessary*]. [*Insert detailed description of TS*]

4 Drawings

This Tendering document includes [*Insert “the following” or “no”*] drawings. [*If documents shall be included, insert the following List of Drawings*].

List of Drawings		
Drawing No.	Drawing Name	Purpose
N/A	N/A	N/A

5 Inspections and Tests

The following inspections and tests shall be performed..... [*Insert list of inspections and tests*]

**PART 3 - CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between KUTRRH and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to KUTRRH under the Contract.
- h) “Procuring Entity” means KUTRRH purchasing the Goods and Related Services, as **specified in the SCC**.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by KUTRRH and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

- 21. If the context so requires it, singular means plural and vice versa.

22. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

- 31 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 32 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

- 4.3.1 The Contract constitutes the entire agreement between KUTRRH and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable,

such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to KUTRRH for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.2 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.

8.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 KUTRRH and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such

mutual consultation, then either KUTRRH or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

102 Arbitration proceedings shall be conducted as follows:

- 1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.
- 1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

107 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) KUTRRH shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, KUTRRH and/or persons appointed by KUTRRH or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of KUTRRH inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception

of any price adjustments authorized in the SCC.

152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.

162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after KUTRRH has accepted it.

163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, KUTRRH shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

165 In the event that KUTRRH fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, KUTRRH may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to KUTRRH at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform KUTRRH and KUTRRH shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

181 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

182 The proceeds of the Performance Security shall be payable to KUTRRH as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

183 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by KUTRRH in the SCC, or in another format acceptable to the Procuring Entity.

184 The Performance Security shall be discharged by KUTRRH and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to KUTRRH by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to KUTRRH directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 KUTRRH and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from KUTRRH to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-Supplier an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 KUTRRH shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from KUTRRH for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) KUTRRH or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify KUTRRH in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by KUTRRH and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 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, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of KUTRRH personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to KUTRRH carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.

26.3 KUTRRH or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that KUTRRH bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable KUTRRH or its designated representative to attend the test and/or inspection.

26.5 KUTRRH may require the Supplier to carry out any test and/or inspection not required by the

Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide KUTRRH with a report of the results of any such test and/or inspection.

26.7 KUTRRH may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by KUTRRH or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, KUTRRH may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, KUTRRH may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 KUTRRH shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. KUTRRH shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, KUTRRH may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KUTRRH may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to KUTRRH compliance with GCC Sub-Clause 29.2, indemnify and hold harmless KUTRRH and its employees and officers from and against any and all suits, actions or

administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which KUTRRH may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

292 If any proceedings are brought or any claim is made against KUTRRH arising out of the matters referred to in GCC Sub-Clause 29.1, KUTRRH shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in KUTRRH name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

293 If the Supplier fails to notify KUTRRH within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then KUTRRH shall be free to conduct the same on its own behalf.

294 KUTRRH shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

295 KUTRRH shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

301 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify KUTRRH with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

321 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

322 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of KUTRRH inits sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

323 If a Force Majeure situation arises, the Supplier shall promptly notify KUTRRH in writing of such condition and the cause thereof. Unless otherwise directed by KUTRRH in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

331 KUTRRH may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- b) the method of shipment or packing;
- c) the place of delivery; and
- d) the Related Services to be provided by the Supplier.

332 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of KUTRRH change order.

333 Prices to be charged by the Supplier for any Related Services that might be needed but which werenot included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

334 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) KUTRRH may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

335 KUTRRH may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

336 If the value engineering proposal is approved by KUTRRH and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or

- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify KUTRRH in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, KUTRRH shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extensions shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by KUTRRH pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of KUTRRH has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event KUTRRH terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), KUTRRH may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to KUTRRH for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

KUTRRH may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for KUTRRH convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by KUTRRH at the Contract terms and prices. For the remaining Goods, KUTRRH may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither KUTRRH nor the Supplier shall assign, in whole or in part, their obligations under this

Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of KUTRRH that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for KUTRRH convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[KUTRRH shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC .

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>KUTRRH</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: CIP
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>Chief Executive Officer</i> Postal address 7674 - 00100 Physical Address Along Northern Bypass, Kahawa West Telephone: <i>1558</i> Electronic mail address: info@kutrrh.go.ke CC procurement@kutrrh.go.ke
GCC 10.4.2	The place of arbitration shall be Nairobi, Kenya
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details</i> The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not be</i> adjustable.
GCC 16.1	<i>Sample provision</i> GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in <i>Kenya Shillings</i> in the following manner: (i) Advance Payment: Not Applicable. (ii) On Acceptance: Ninety (90) percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. B. Payment of local currency portion of a foreign Supplier shall be made in <u>Kenya shillings</u> within sixty (60) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.

	<p>C. Payment for Goods and Services supplied from within Kenya:</p> <p>Payment for Goods and Services supplied from within Kenya shall be made in Kenya Shillings, as follows:</p> <p>(i) Advance Payment: Not Applicable.</p> <p>(ii) On Delivery: Forty (40) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released.</p> <p>(iii) On Acceptance: The remaining sixty (60) percent of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>180</i> days.</p> <p>The interest rate that shall be applied is <i>1 %</i></p>
GCC 18.1	A Performance Security <i>shall be required of 10% of Total Contract Sum.</i>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: <i>Unconditional Demand Bank Guarantee</i></p> <p>If required, the Performance security shall be denominated in <i>Kenya Shillings</i></p>
GCC 18.4	Discharge of the Performance Security shall take place: <i>after 180 days</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>consistent with the goods being supplied.</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>“The Supplier is required under the Contract to transport the Goods to KUTRRH specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i></p>
GCC 25.2	Incidental services to be provided are:
GCC 26.1	The inspections and tests shall be: <i>carried out upon delivery of all equipment</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>KUTRRH Hospital</i>
GCC 27.1	The liquidated damage shall be: <i>0.05 % per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10 %</i>
GCC 28.3	<p>The period of validity of the Warranty shall be: <i>365 days</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>KUTRRH Hospital</i></p> <p>Sample provision</p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be <u> </u> hours of operation or <u> </u> months from date of acceptance of the Goods or (<u> </u>) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract</p>

	<p>at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>or</p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_ _).</p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>seven (7)</i> days.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be 10% (insert appropriate percentage).

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

i) Name: _____ [insert Authorized Representative's name]

ii) Address: _____ [insert Authorized Representative's Address]

iii) Telephone: _____ [insert Authorized Representative's telephone/fax numbers]

iv) Email Address: _____ [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ [email] on [date] _____ (local time)

This Notification is sent by _____ (Name and designation)

3. Notification of Intention to Award

i) Employer: _____ [insert the name of the Employer]

ii) Project: _____ [insert name of project]

iii) Contract title: _____ [insert the name of the contract]

iv) Country: _____ [insert country where ITT is issued]

v) ITT No: _____ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing
- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
 - b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
 - c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
 - d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
 - e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
 - f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.
6. How to make a complaint
- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
 - b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
 - c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
 - d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
 - i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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..... for (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address P. O. Box 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.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative ReviewBoard on..... day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ **Notification of Award Contract No.**

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: number]* day of _____ *[insert: month]*, *[insert: year]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

1. WHEREAS KUTRRH invited Tenders for certain Goods and ancillary services, viz.,

[insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, KUTRRH and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
- iii) In consideration of the payments to be made by KUTRRH to the Supplier as specified in this Agreement, the Supplier hereby covenants with KUTRRH to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. KUTRRH hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____

_____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of

_____ *[insert title or other appropriate designation]* in the presence of

_____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [insert name and Address of Employer]

Date: _____ [Insert date of issue]

Guarantor: _____ [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Employer) _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of Employer] **Date:** _____ [Insert date of issue]

PERFORMANCE BOND No.: _____

Guarantor: _____ [Insert name and address of place of issue, unless indicated in the letterhead]

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused

these presents to be sealed with his corporate seal duly attested by the signature of his legal representative,
this day _____ of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert
name and Address of Employer]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference
number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at-----.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2 ,2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

1The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no]
 Name of the Assignment: _____ [insert name of the assignment]
 to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

D) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

*Name of the Tenderer:..... *[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above.....[insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

Company Name: Company

Representative: Date of Delivery: