

REPUBLIC OF KENYA



**MANDERA COUNTY GOVERNMENT OF
P.O. BOX 13-70300
MANDERA**

**THE TENDER DOCUMENT
FOR
FRAMEWORK CONTRACT FOR SUPPLY AND
DELIVERY OF PHARMACEUTICALS SUPPLIES (AS
AND WHEN REQUIRED)**

TENDER NO. MCG/OT/04/2019-20

**FRAMEWORK CONTRACTS (AS AND WHEN
REQUIRED)**

CLOSING DATE & TIME: *TUESDAY 6TH AUGUST 2019 AT 10:00AM*

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Introduction

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

SECTION I **INVITATION TO TENDER**
DATE _____

TENDER REF NO. **MCG/OT/04/2019-20**

TENDER NAME **FRAMEWORK CONTRACT FOR**
SUPPLY AND DELIVERY OF PHARMACEUTICALS
SUPPLIES(AS AND WHEN REQUIRED)

- 1.1** The Mandera County Government invites sealed bids from eligible candidates for **FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF PHARMACEUTICALS SUPPLIES(AS AND WHEN REQUIRED)**
- 1.2** Candidates may obtain further information from the office of the Director of Supply Chain Management Office -MANDERA..
- 1.3** A complete set of tender documents will be downloaded from our official website www.mandera.go.ke. Candidates may obtain further information from the office of the Director of Supply Chain Management Office, MANDERA.
- 1.4** Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name, bearing no indication of the tenderer and be deposited in the Tender Box at supply chain Management office next Red sea Resort , or be addressed to Mandera County Government, P.O. Box 13-70300 MANDERA so as to be received on or before **TUESDAY 6TH AUGUST 2019 AT 10:00AM** The tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Supply chain Management office.
- 1.5** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(365)** days from the closing date of the tender.
- 1.6** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Headquarters Board Room or as directed by the County Secretary.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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

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

2.4. The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

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

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **TUESDAY 6TH AUGUST 2019 AT 10:00AM.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no **TUESDAY 6TH AUGUST 2019 AT 10:00AM**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the

Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **TUESDAY 6TH AUGUST 2019 AT 10:00AM** and in the location specified in the Invitation to Tender.

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

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions

of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall be **15%**

2.26 Contacting the Procuring entity

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

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

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

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS TO ATTACH THE FOLLOWING DOCUMENTS
2.1.1	<p><i>Bidders shall attach copies of the following documents</i></p> <ul style="list-style-type: none"> - <i>Certified Valid current year Tax Compliance Certificate</i> - <i>Certified VAT/PIN Certificate</i> - <i>Certified Company Registration</i> - <i>Certified valid current year Single Business Permit</i> - <i>Certified bank statement for the past six months.</i> - <i>Financial audited accounts for the previous year endorsed, signed and stamped by a registered external auditor.</i> <p><i>Bidders shall comply to the following criteria</i></p> <ul style="list-style-type: none"> - <i>Proof of Past relevant Experience(for this tender) – at least 3 Yrs</i> - <i>Each bid should be submitted in a sealed envelope with the Tender Number and Name endorsed on the outside.</i> - <i>The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.</i> - <i>The form of power of attorney shall be duly filled, signed and stamped.</i> - <i>The tender document shall be submitted complete, intact with no page alterations.</i> - <i>Tenderers shall ensure that the submitted bid (documents) is (are) serialized .i.e (each document in the submitted bid shall have serial identification).</i> - <i>Tenders shall submit registration certificate from pharmacy and poison board/medical and dentist board</i>
2.16.1	<ul style="list-style-type: none"> - <i>Tenderers shall Submit original & copy of the bid</i> - <i>The form of bid shall be duly filled signed and stamped.</i>
<p>Note: Both documents (Original & Copy) shall bear all the attachments required</p>	

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

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

- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

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

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Applicable 5 %</i>
3.12.1	<i>Payment after delivery period 30 days</i>
3.18.1	<i>Arbitrations</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below: -

		POINTS
1.	PRELIMINARY EVALUATION	MUST MEET
2.	MANDATORY REQUIREMENTS FOR ELIGABLE COMPANIES	MUST MEET
a)	The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.	YES/NO
b)	Dully filled tender documents must be serialized (pages)	YES/NO
c)	Submit Certified Copy of PIN/VAT	YES/NO
e) f)	Submit Valid certified copy of Tax Compliance Certificate from KRA	YES/NO
g) h)	Tenders shall submit registration certificate from pharmacy and poison board/medical and dentist board	YES/NO
i)	Submit a Certified Copy of Current Single Business permit	YES/NO
k)	Submit a Certified Copy of Certificate of Incorporation under the company Act AND the CR12 FOR 2019	YES/NO
l)	List of Three (3) reputable client with recommendation letters/ award letters	YES/NO
m)	Must submit a dully filled up self-declaration form in format provided	YES/NO
o)	Completed proposal must be returned in one (1) original and 1 (1) copy clearly marked and bound.	YES/NO
p)	The form of bid shall be duly filled signed and stamped.	YES/NO
q)	Duly filled manufacturer's authorization	YES/NO
r)	Duly filled, signed and stamp form of power of attorney	YES/NO

NOTE:

- **The firms that fulfill all the mandatory requirements will proceed to stage two of the evaluation which is technical in nature.**
- **Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:**

STAGE TWO: TECHNICAL EVALUATION

☑ All eligible companies will be required to submit evidence for the following Technical evaluation:

		Points
	Each tenderer for their tender to be considered responsive MUST meet all the MANDATORY REQUIRMENTS FOR THEM TO PROCEED TO THE TECHNICAL EVALUATION	
2.	TECHNICAL EVALUATION	Scores
a)	MUST have been in business for not less than five years.(prior experience)	15
	Financial capability	
b)	Must submit Audited Books of accounts for the previous Two(3) Years	15
c)	Recent bank statement of the firm(last 6 months)	12
e)	Form of tender dully filled, signed and stamped	10
f)	Duly filled Manufacturer's authorization form on the manufacturer's letterhead	10
g)	Access to credit(Letter from financial institution)	10
h)	Proof of not having had bad Litigation History (Clearance by the advocates Complaints commission)	5
j)	Duly filled self-declaration of non-debarment and anti-corruption declaration	8
h)	Must Fill the Price Schedule in the format provided	5
i)	Duly filled, signed and stamped form of power of attorney	10
	TOTAL TECHNICAL	100

The bidder who scores less than 70% will be deemed technically non-responsive

SECTION VII-PRICE SHEDULE FOR GOODS
TENDER NO. MCG/OT/04/2019-20
FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF DRUGS/PHARMACEUTICALS
(AS AND WHEN REQUIRED)

PHARMACEUTICAL SUPPLIES				
	<u>Product Name</u>	<u>Product Category</u>	<u>Pack Size</u>	<u>Price</u>
1	Acetylsalicylic Acid Tablets - 300Mg	TABLETS AND CAPSULES	Tin Of 1000S	
2	Acetylsalicylic Acid Tab 75Mg, Enteric Coated	TABLETS AND CAPSULES	Pack Of 28S	
3	Acetylsalicylic Acid Tablets 75mg-Enteric Coated Blister Pack	TABLETS AND CAPSULES	Pack of 30s	
4	Aceclofenac 100mg + Paracetamol 500mg Chlorzoxazone 500mg tabs	TABLETS AND CAPSULES	Pack Of 20s	
5	Acyclovir Tablets - 400Mg	TABLETS AND CAPSULES	Pack Of 100S	
6	Acyclovir Tablets - 400Mg	TABLETS AND CAPSULES	Pack of 10s	
7	Albendazole Tablets 400Mg	TABLETS AND CAPSULES	100s in Blisters	
8	Albendazole Tablets 400Mg	TABLETS AND CAPSULES	Tin of 500s	
9	Amitriptyline Tablets 25Mg	TABLETS AND CAPSULES	100'S In Blisters	
10	Amitriptyline Tablets - 25Mg	TABLETS AND CAPSULES	Tin Of 1000S	
11	Amlodipine Tablets 5Mg	TABLETS AND CAPSULES	28'S	
12	Amlodipine Tablet 5Mg	TABLETS AND CAPSULES	Pack Of 100S	
13	Amoxicillin Capsules - 250Mg	TABLETS AND CAPSULES	Tin Of 1000S	
14	Amoxicillin 500Mg Capsules	TABLETS AND CAPSULES	100'S In Blisters	
15	Amoxicillin/Clavulanic Dispersible Tablets 228.5Mg	TABLETS AND CAPSULES	Pack Of 10	
16	Amoxicillin/Clavulanic Potassium Tabs (875+125Mg)'1G	TABLETS AND CAPSULES	Pack Of 10	
17	Ampicillin/Cloxacillin 500Mg Capsules	TABLETS AND CAPSULES	Pack Of 500S	
18	Atenolol Tablets 50Mg Tablets	TABLETS AND CAPSULES	Pack Of 28S	
19	Atenolol Tablets 50mg	TABLETS AND CAPSULES	1000s	

20	chlorpheniramine maleate 4mg	TABLETS AND CAPSULES		
21	Azithromycin 500Mg	TABLETS AND CAPSULES	Pack Of 3S	
22	Bisacodyl 5Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
23	Carbimazole Tablets - 5mg	TABLETS AND CAPSULES	Pack of 100s	
24	Carvedilol Tablet 12.5Mg	TABLETS AND CAPSULES	Pack Of 30S	
25	Carvedilol Tablet 6.25Mg	TABLETS AND CAPSULES	Pack Of 30S	
26	Cefadroxil 500Mg Capsules	TABLETS AND CAPSULES	Pack Of 100S	
27	Cefixime Tablet 400Mg	TABLETS AND CAPSULES	Pack Of 10	
28	Cefuroxime 500Mg Tablets	TABLETS AND CAPSULES	Pack Of 10	
29	Cetirizine 10Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
30	Ciprofloxacin Tablets 250Mg	TABLETS AND CAPSULES	100'S In Blisters	
31	Ciprofloxacin Tablets - 250Mg	TABLETS AND CAPSULES	Tin Of 1000S	
32	Clarithromycin 500Mg	TABLETS AND CAPSULES	Pack Of 10	
33	Co-Trimoxazole Tablets - 480Mg	TABLETS AND CAPSULES	Tin Of 1000S	
34	Co-Trimoxazole tabs 480mg	TABLETS AND CAPSULES	100s in Blisters	
35	Dexchlorpheniramine 2mg + Betamethasone 0.25mg Tablets (Blister Pack)	TABLETS AND CAPSULES	Pack of 30s	
36	Digoxin Tablets - 250Mcg	TABLETS AND CAPSULES	Pack Of 500S	
37	Dihydrocodeine Tartrate Tab 30Mg	TABLETS AND CAPSULES	Pack X 100S	
38	Diloxanide Furoate Tab 500Mg	TABLETS AND CAPSULES	Tin Of 500S	
39	Domperidone 10Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
40	Doxycycline Capsules 100Mg	TABLETS AND CAPSULES	100'S In Blisters	
41	Doxycycline Capsules 100Mg	TABLETS AND CAPSULES	Tin of 100s	

42	Enalapril Tablets 5Mg	TABLETS AND CAPSULES	28'S	
43	Enalapril Tablets - 5Mg	TABLETS AND CAPSULES	Pack Of 100S	
44	Esomeprazole 20Mg Tablets	TABLETS AND CAPSULES	Pack X 30S	
45	Ferrous Sulp/Folic 200Mg/400Mcg Acid Tab	TABLETS AND CAPSULES	Tin Of 1000S	
46	Ferrous Sulph./Folic Acid Tablets 200mg/400mcg Blister Pack	TABLETS AND CAPSULES	Pack of 100s	
47	Ferrous Sulphate Tablets - 200Mg	TABLETS AND CAPSULES	Tin Of 1000S	
48	Flucloxacillin Capsules 250Mg	TABLETS AND CAPSULES	100'S In Blisters	
49	Flucloxacillin Capsules 500Mg	TABLETS AND CAPSULES	Tin Of 500S	
50	Flucloxacillin Capsules 500Mg	TABLETS AND CAPSULES	100'S In Blisters	
51	Flucloxacillin Capsules - 250Mg	TABLETS AND CAPSULES	Tin Of 1000S	
52	Fluconazole Capsules - 50Mg	TABLETS AND CAPSULES	Pack Of 28S	
53	Fluconazole Capsules - 200Mg	TABLETS AND CAPSULES	100s in Blisters	
54	Folic Acid Tablets - 5Mg	TABLETS AND CAPSULES	Tin Of 100S	
55	Folic Acid Tablets - 5Mg	TABLETS AND CAPSULES	Tin Of 1000S	
56	Folic Acid Tablets 5mg	TABLETS AND CAPSULES	100'S In Blisters	
57	Furosemide Tablets 40Mg	TABLETS AND CAPSULES	100'S In Blisters	
58	Gabapentin Cap 300Mg	TABLETS AND CAPSULES	Pack Of 30S	
59	Glibenclamide Tablets 5Mg	TABLETS AND CAPSULES	Pack Of 28S	
60	Griseofulvin Tablets 125Mg	TABLETS AND CAPSULES	100'S In Blisters	
61	Griseofulvin Tab 500mg	TABLETS AND CAPSULES	100s in Blisters	
62	Hydroxycarbamide (Hydroxyurea) Capsule, 500mg	TABLETS AND CAPSULES	Pack of 100s	
63	Hydrochlorothiazide Tablets 25Mg	TABLETS AND CAPSULES	100s in Blisters	
64	Hydrochlorthiazide Tab -50Mg	TABLETS AND CAPSULES	100'S In Blisters	

65	Hydrochlorothiazide Tablets - 50Mg	TABLETS AND CAPSULES	Tin Of 1000S	
66	Hyoscine Butylbromide Tablets 10Mg (F/C)	TABLETS AND CAPSULES	100'S In Blisters	
67	Ibuprofen Tablets - 200Mg	TABLETS AND CAPSULES	100s in Blisters	
68	Ketoconazole Tablets - 200Mg	TABLETS AND CAPSULES	Pack Of 30S	
69	Lansoprazole Dispersible Tablet 15Mg	TABLETS AND CAPSULES	Pack X 10S	
70	Levofloxacin 500Mg Tablets	TABLETS AND CAPSULES	Packs Of 10	
71	Levothyroxine Sodium 100Mcg Tab	TABLETS AND CAPSULES	Pack Of 100S	
72	Loperamide Capsules - 2Mg	TABLETS AND CAPSULES	Pack Of 100S	
73	Loperamide Capsules - 2Mg	TABLETS AND CAPSULES	100'S In Blisters	
74	Metformine Tablets - 500Mg (Tin of 1000s)	TABLETS AND CAPSULES	Tin Of 1000S	
75	Metformin Tablets 500Mg (Pack of 30s)	TABLETS AND CAPSULES	Pack Of 30S	
76	Metformin Tablets 500Mg (100s in Blisters)	TABLETS AND CAPSULES	100s in Blisters	
77	Metformin Tablets 850Mg	TABLETS AND CAPSULES	Pack Of 100S	
78	Methyldopa Tablets - 250Mg	TABLETS AND CAPSULES	Tin Of 1000S	
79	Methyldopa Tablets 250Mg	TABLETS AND CAPSULES	100'S In Blisters	
80	Metoclopramide Tablets - 10Mg	TABLETS AND CAPSULES	Pack Of 100S	
81	Metronidazole Tablets 200mg	TABLETS AND CAPSULES	Tin of 1000s	
82	Nifedipine Tablets S/R 20Mg	TABLETS AND CAPSULES	100'S In Blisters	
83	Omeprazole Capsules 20Mg (Pack of 30s)	TABLETS AND CAPSULES	Pack Of 30S	
84	Omeprazole Capsules 20Mg (100s in Blisters)	TABLETS AND CAPSULES	100s in Blisters	
85	Paracetamol Tablets 500Mg (100s in Blisters)	TABLETS AND CAPSULES	100'S In Blisters	
86	Paracetamol Tablets - 500Mg (Tin of 1000s)	TABLETS AND CAPSULES	Tin Of 1000S	
87	Phenobarbitone Tablets - 30Mg	TABLETS AND CAPSULES	Pack of 100S	

88	Praziquantel Tablets - 600Mg	TABLETS AND CAPSULES	Pack Of 100S	
89	Pregabalin 75mg Capsules	TABLETS & CAPSULES	Pack of 30s	
90	Prednisolone Tablets - 5Mg	TABLETS AND CAPSULES	100'S In Blisters	
91	Therapeutic Vitamin A Capsules 50000Iu	TABLETS AND CAPSULES	Tin Of 500S	
92	Tinidazole Tablets 500Mg (F/C)	TABLETS AND CAPSULES	100s in Blisters	
93	Tinidazole Tab 500Mg	TABLETS AND CAPSULES	Tin Of 500S	
94	Valproic Acid(Sodium Valproate) 200Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
95	Vitamin B Complex (B1, B6 And B12)	TABLETS AND CAPSULES	Pack Of 20S	
96	Zinc Sulphate Tablets - 20Mg	TABLETS AND CAPSULES	Pack Of 100S	
97	Clotrimazole Vaginal Pessaries 500Mg	TABLETS AND CAPSULES	Pack	
98	Gliclazide Tablets 80mg Scored	TABLETS AND CAPSULES	28's	
99	Calcium + VIT. D Tablets 400MCG/200I.U	TABLETS AND CAPSULES	30's	
100	RETINOL (VITAMIN A) PALMITATE CAPSULES 200,000 IU	TABLETS AND CAPSULES	100's	
101	Bromazepam Tablet 3mg	TABLETS AND CAPSULES	Pack of 30s	
102	Ampicillin/ Cloxacillin 250Mg/5Ml 100Ml Syrup	ORAL LIQUIDS	100 MI	
103	Ampicillin/Cloxacillin Neonatal Drop 90Mg/0.6 MI	ORAL LIQUIDS	8MI	
104	Cetirizine 5Mg/MI	ORAL LIQUIDS	60MI Bottle	
105	Co-Trimoxazole Suspension - 240Mg/5MI	ORAL LIQUIDS	50MI Bottle	
106	Digoxin Elixir/Oral Solution - 50Mcg/MI	ORAL LIQUIDS	60MI Bottle	
107	Domperidone 1mg/ml Syrup	ORAL LIQUIDS	30ml Bottle	
108	Fluconazole Suspension - 50Mg/5MI	ORAL LIQUIDS	Bottle Of 35MI	
109	Flucloxacillin 125mg/5ml Suspension, 100ml bottle	ORAL LIQUIDS	100ml	
110	Haematinic Syrup Iron+ Vitamin B12+Folic Acid, 200ml bottle	ORAL LIQUIDS	200ml	

111	Ibuprofen Syrup 100Mg/5Ml 60Ml	ORAL LIQUIDS	Bottle	
112	Metronidazole Suspension - 200Mg/5Ml	ORAL LIQUIDS	100 MI	
113	Multivitamin Syrup (Vitamin A-2500µ, Vitamin D3-250µ, Vitamin B1-1mg, Vitamin B2-0.5mg, Vitamin B6-0.5mg, Vitamin B12-2mcg, D-Panthenol-0.5mg, Niacinamide-5.0mg)	ORAL LIQUIDS	5L	
114	Multivitamin Syrup	ORAL LIQUIDS	100 MI	
115	Nystatin Suspension - 100 000Iu/MI	ORAL LIQUIDS	30MI	
116	Co-Pack Of 4 Satchets Of Low Osmolarity Ors (500Ml Formulation) + 10 Tablets Of Dispersible Zinc Sulphate Tablets 20Mg	Anti diarrheal	Co-Pack	
117	Paracetamol Suspension - 120Mg/5Ml	ORAL LIQUIDS	5Litre	
118	Paracetamol Suspension 120Mg/5Ml	ORAL LIQUIDS	60MI Bottle	
119	Paracetamol Suspension 120Mg/5Ml	ORAL LIQUIDS	100MI Bottle	
120	Salbutamol Nebulizing Solution - 5Mg/MI 10MI	ORAL LIQUIDS	10 MI Vial	
121	Salbutamol Syrup - 2Mg/5Ml	ORAL LIQUIDS	100 MI	
122	Salbutamol Inhaler - 100Mcg/ Actuation	INHALER	200 Doses Cartridge	
123	Salbutamol+Beclomethasone 200 Doses	INHALER	Can	
124	Saline Nasal Drops 0.9%, 10ml	NOSE DROPS	10ml	
125	Adrenaline Injection - 1Mg/MI	INJECTIONS	Ampoule	
126	Anti-D (Rh) Injection - 300Mcg	INJECTIONS	Vial	
127	Atropine Injection - 1Mg/MI	INJECTIONS	Ampoule	
128	Diclofenac inj 75mg/ ml,3ml amp	INJECTIONS	Ampoule	
129	Benzathine Benzylpenicillin 1.2Miu Vials	INJECTIONS	Vial	
130	Penicillin Benzyl Injection - 5Mu	INJECTIONS	Vial	
131	Ceftazidime 1G Inj.	INJECTIONS	Vial	
132	Ceftriaxone Injection Im/Iv - 1G	INJECTIONS	Vial	
133	Ceftriaxone Injection Im/ Iv- 250Mg	INJECTIONS	Vial	
134	Chloramphenical Injection - 1Gm	INJECTIONS	Vial	

135	Ciprofloxacin Solution For Iv Infusion 2Mg/MI (As Lactate)	INJECTIONS	100 MI	
136	Dexamethasone Injection - 4Mg/MI	INJECTIONS	Ampoule	
137	Flucloxacillin Injection - 250Mg	INJECTIONS	Vial	
138	Flucloxacillin Inj 500mg (PFI)	INJECTIONS	Vial	
139	Furosemide Injection - 20Mg/2MI	INJECTIONS	Ampoule	
140	Gentamicin Injection - 20Mg- 10Mg/MI 2MI Amp	INJECTIONS	Ampoule	
141	Gentamicin Injection - 80Mg- 40Mg/MI 2MI Amp	INJECTIONS	Ampoule	
142	Gentamycin Sulphate Injection, 20Mg/2MI, 25 Pack (Paediatric)	INJECTIONS	Pack of 25s	
143	Dactinomycin Injection, Powder for Reconstitution, 500 MicroGrams Vial	INJECTIONS	Vial	
144	Dextrose - 5% With Euro Cap/ Collapsible Bag	INJECTIONS	500MI	
145	Dextrose - 5%, bottle	INJECTIONS	500MI	
146	Glucose Injection 50% 50MI (Dextrose) With Euro Cap/ Collapsible Bag	INJECTIONS	50MI Bottle	
147	Dextrose - 10% With Euro Cap/ Collapsible Bag	INJECTIONS	500MI	
148	Heparine Injection - 5000Units/MI 1MI	INJECTIONS	Vial	
149	Heparine Injection - 5000Units/MI 5MI	INJECTIONS	Vial	
150	Hydralazine Injection - 20Mg/5MI	INJECTIONS	Ampoule	
151	Hydrocortisone Injection - 100Mg	INJECTIONS	Vial	
152	Hyoscine Butyl Bromide Injection 20Mg/MI	INJECTIONS	Ampoule	
153	Insulin Biphasic 30/70 - 100Iu/MI	INJECTIONS	Vial	
154	Insulin Soluble - 100Iu/MI	INJECTIONS	Vial	
155	Biphasic Insulin 30/70 100Iu/MI 3MI Pre- Filled Pen	Prefilled pen	Pack Of 5S	
156	Insulin Pen Needles 30Gx8Mm	Insulin Needles	Pack Of 100S	
157	Insulin Syringes (100) 1ml with Needle G31 X 6mm	SURGICAL SYRINGES	Pack of 100s	
158	Lignocaine Hydrochloride Inj. 1%	INJECTIONS	30MI Vial	
159	Lignocaine Hydrochloride Injection - 2%	INJECTIONS	30MI Vial	
160	Magnesium Sulphate Injection - 50%	INJECTIONS	Ampoule	

161	Metoclopramide Injection - 5Mg/MI	INJECTIONS	Ampoule	
162	Metoclopramide Injection - 5Mg/MI, 2ml ampoule, 10 pack	INJECTIONS	Pack of 10s	
163	Metronidazole Injection - 5Mg/MI	INJECTIONS	Vial	
164	Midazolam Injection 1Mg/1MI- 5MI Ampoule	INJECTIONS	Ampoule	
165	Oxytocin Injection - 10 Iu/MI	INJECTIONS	Ampoule	
166	Oxytocin Injection - 5 Iu/MI (Syntocinon)	INJECTIONS	Ampoule	
167	Oxytocin 10iu (Syntocinon)	INJECTIONS	Ampoule	
168	Paracetamol Solution For Intravenous Infusion 10Mg/MI, 100MI .	INJECTIONS	Vial	
169	Phenobarbital Sodium Injection 30mg/ml - 1ml Ampoule	INJECTIONS	Ampoule	
170	Phenobarbitone Inj 60mg/ml Amp	INJECTIONS	Pack of 5Amps	
171	Phenobarbitone Injection - 200Mg/MI	INJECTIONS	Ampoule	
172	Phytomenadione Injection (Vit K1) - 10Mg/MI(Adults) 1MI Ampoule	INJECTIONS	Ampoule	
173	Phytomenadione Injection (Vitamin K) 10Mg/MI (0.2 Ampoule)-Paediatric	INJECTIONS	Ampoule	
174	Vitamin B1,B6,B12, Nicotinamide, Vitamin C Injection	INJECTIONS	Vial	
175	Propofol IV 10mg/MI	INJECTIONS	Ampoule	
176	Methyl Prednisolone 500mg Injection	INJECTIONS	Vial	
177	Sodium Bicarbonate Injection - 8.4%	INJECTIONS	Ampoule	
178	Sodium Bicarbonate Injection - 8.4% (84mg/ml), 10ml ampoule, 10 pack	INJECTIONS	Pack of 10s	
179	Sodium Chloride /Normal Saline Solution - 0.9% Euro Cap Bottle	INJECTIONS	500MI	
180	Sodium Chloride/Normal Saline Solution - 0.9% Nipple Head Bottle	INJECTIONS	500MI	
181	Sodium Lactate Solution With Euro Cap/ Collapsible Bag	INJECTIONS	500MI	
182	Sodium Lactate Solution Bottle	INJECTIONS	500MI	
183	Sodium Stibogluconate - 100Mg/MI	INJECTIONS	Vial	
184	Water For Injection	INJECTIONS	10MI Vial	
185	Acyclovir 5% Cream	DERMATOLOGICALS	10gm	

186	Benzyl Benzoate Emulsion - 25% Application	DERMATOLOGICALS	50MI Bottle	
187	Benzyl Benzoate Emulsion, 25% w/v, 100ml	DERMATOLOGICALS	100MI Bottle	
188	Clotrimazole Cream - 1%	DERMATOLOGICALS	Tube 20Gm	
189	Hydrocortisone Ointment - 1%	DERMATOLOGICALS	Tube 15Gm	
190	Mupirocin Ointment 2% (15G)	DERMATOLOGICALS	Tube 15Gm	
191	Mometasone Furoate Ointment 0.1% - 15G	DERMATOLOGICALS	Tube 15Gm	
192	Paracetamol Suppositories 125Mg	DERMATOLOGICALS	Pack Of 10S	
193	Silver Sulphadiazine Cream - 1%	DERMATOLOGICALS	250Gm Jar	
194	Silver Sulphadiazine Cream 1%	DERMATOLOGICALS	100Gm	
195	Water Based Lubricant(Sterile)-42-50Gm	DERMATOLOGICALS	Tube	
196	Eucalyptus, Menthol, Methylsalicylate, Turpentine Oil Ointment	DERMATOLOGICALS	35gm	
197	Povidone Iodine Mouth Wash 1%W/V, 100ml	DISINFECTANT S & ANTISEPTICS	100ml	
198	Alcohol Based Hand Rub	DISINFECTANT S & ANTISEPTICS	500MI Bottle	
199	Chlorhexidine Gluconate 0.2% Mouth Wash	DISINFECTANT S & ANTISEPTICS	100ml	
200	Chlorhexidine Gluconate - 5%	DISINFECTANT S & ANTISEPTICS	5L	
201	Chlorhexidine Gel 4% (As Digluconate 7.1%) - 10Gm Tube	DISINFECTANT S & ANTISEPTICS	10Gm	
202	Enzymatic Detergent	DISINFECTANT S & ANTISEPTICS	4 Litres	
203	Ethanol (Denatured) - 70%	DISINFECTANT S & ANTISEPTICS	5L	
204	Methylated Spirit/Ethanol Denatured (Alcohol Content 94%-96%)	DISINFECTANT S & ANTISEPTICS	5L	

205	Povidone-Iodine Solution - 10%	DISINFECTANT S & ANTISEPTICS	1L	
206	Glutaraldehyde 2% Solution	DISINFECTANT S & ANTISEPTICS	5L	
207	Sodium Hypochlorite Solution(Tbcide) 5-5.6%W/V	DISINFECTANT S & ANTISEPTICS	5L	
208	Orbicide Sodium Hypochlorite 5-5.6%	DISINFECTANT S & ANTISEPTICS	5 Litre Jerrican	
209	Morphine Sulphate Injection - 10Mg/MI	NARCOTIS	Ampoule	
210	Morphine Powder	NARCOTIS	Pkts X 100Gms	
211	Atropine Eye Drops - 1%	OPHTHALMOLO GICALS	5 MI Btl	
212	Ciprofloxacin Eye Drops 0.3%	OPHTHALMOLO GICALS	5 MI Btl	
213	Gentamycin Sulphate Eye/Ear Solution 0.3% 10MI	OPHTHALMOLO GICALS	10MI Vial	
214	Tetracycline Eye Ointment -1%	OPHTHALMOLO GICALS	Tube 3.5 Gm	
215	Benzhexol 5Mg Tabs	PSYCHOTHERA PEUTICS	Pack Of 100S	
216	Benzhexol Tablets - 5Mg	PSYCHOTHERA PEUTICS	Pack Of 1000S	
217	Carbamazepine Tablets 200Mg	PSYCHOTHERA PEUTICS	Tin Of 1000S	
218	Carbamazepine Tablets 200Mg	PSYCHOTHERA PEUTICS	100s in Blisters	
219	Chlorpromazine Injection - 50Mg/2MI	PSYCHOTHERA PEUTICS	Ampoule	
220	Chlorpromazine Tablets 100Mg	PSYCHOTHERA PEUTICS	100'S In Blisters	
221	Chlorpromazine Tablets - 100Mg	PSYCHOTHERA PEUTICS	Tin Of 1000S	
222	Fluoxetine Capsules - 20Mg	PSYCHOTHERA PEUTICS	Pack Of 100S	
223	Flupenthixol Decanoate - 20Mg/MI	PSYCHOTHERA PEUTICS	Ampoule	
224	Fluphenazine Injection - 25Mg/MI	PSYCHOTHERA PEUTICS	Ampoule	
225	Zuclopenthixol decanoate injection	PSYCHOTHERA	Ampoule	

	200mg/ml	PEUTICS		
226	Zuclopenthixol Inj 50mg/ml Depot, 2ml Ampoule	PSYCHOTHERAPEUTICS	Ampoule	
227	Haloperidol Decanoate Depot - 50Mg/MI	PSYCHOTHERAPEUTICS	Ampoule	
228	Haloperidol 5Mg Tablet	PSYCHOTHERAPEUTICS	Pack Of 100S	
229	Phenytoin Tablets 50Mg	TABLETS AND CAPSULES	100'S In Blisters	
230	Phenytoin Sodium Tablets - 100Mg	PSYCHOTHERAPEUTICS	Tin Of 1000S	
231	Phenytoin Tablets 100Mg	PSYCHOTHERAPEUTICS	100'S In Blisters	
232	Atracurium Injection-10Mg/MI, 5MI Ampoule	THEATRE MEDICINES	Ampoule	
233	Bupivacaine Hyd In Dextrose Inj - 5Mg	THEATRE MEDICINES	Ampoule	
234	Bupivacaine. Injection Spinal 0.5% + Glucose 8% (5mg+80mg/MI), 4ml Ampoule, 5 Pack (Bupivacaine Heavy, Spinal)	THEATRE MEDICINES	Pack of 5s	
235	Bupivacaine Hyd In Dextrose Inj - 5Mg(Marcaine Heavy)	THEATRE MEDICINES	Ampoule	
236	Halothane Inhalation	THEATRE MEDICINES	250MI Bottle	
237	Isoflurane Liquid For Inhalation	THEATRE MEDICINES	250MI Bottle	
238	Ketamine Injection - 50Mg/MI	THEATRE MEDICINES	Vial	
239	Neostigmine Injection - 2.5Mg/MI	THEATRE MEDICINES	Vial	
240	Pancuronium Injection - 4Mg/2MI	THEATRE MEDICINES	Ampoule	
241	Suxamethonium Chloride Injection	THEATRE MEDICINES	Ampoule	
242	Thiopentone Sodium Injection - 500Mg	THEATRE MEDICINES	Vial	
243	Anti-Rabies Serum Inj - 200 IU/MI 5MI Ampoule/Vial	VACCINES	Ampoule	
244	Rabbies Vaccine,Purified Verocell/Human Diploid,	VACCINES	Vial	
245	Snake Venom Antiserum(African) I.V Injection(Polyvalent) 10MI Ampoule	VACCINES	Ampoule	
246	Acetazolamide 250Mg Tablets	TABLETS AND	Pack X 100S	

		CAPSULES		
247	Aminosidine 250Mg Tablets	TABLETS AND CAPSULES	Pack Of 20S	
248	Atorvastatin 10Mg Tablets	TABLETS AND CAPSULES	Pack Of 30S	
249	Atorvastatin 20Mg Tablets	TABLETS AND CAPSULES	Pack Of 30S	
250	Glucosamine 500Mg +Chondroitin 400Mg Capsules	TABLETS AND CAPSULES	Pack Of 30S	
251	H.Pyroli Kit(Clarithromycin 500Mg,Amoxicillin 1 Gm,Lansoprazole 30Mg)	TABLETS AND CAPSULES	Kit	
252	Lorsatan 50Mg Tablets	TABLETS AND CAPSULES	Pack Of 30S	
253	Losartan Pottasium 50Mg +Hydrochlothiazide 12.5 Mg Tablets	TABLETS AND CAPSULES	Pack Of 30S	
254	Mefenamic Acid 250Mg Capsules	TABLETS AND CAPSULES	Pack Of 100S	
255	Meloxicam 7.5Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
256	Misoprostol 200Mcg Tablets, (Cytotec)	TABLETS AND CAPSULES	Pack Of 28S	
257	Nitrofurantoin 100Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
258	Pregabalin 150Mg Capsules	TABLETS AND CAPSULES	Pack Of 30S	
259	Spironolactone 25 Mg Tablets	TABLETS AND CAPSULES	Pack Of 100S	
260	Tramadol 50Mg Capsules	TABLETS AND CAPSULES	Pack Of 100S	
261	Tranexamic Acid 500Mg Tablets	TABLETS AND CAPSULES	Pack Of 30S	
262	Antacid Syrup Aluminium Hydroxide, Magnesium Hydroxide With Simethicone 400Mg/80Mg/100Mg/200Mg 180ML	Syrups	Bottle	
263	Salbutamol 2Mg,Bromohexine 4Mg,Guanifenism 100Mg,Menthol Bp 1Mg, 100ML	Syrups	Bottle	
264	Salbutamol/Ipratropium 0.5/3.01 Mg In 2.5ML Nebulising Sol (Combivent)	Nebulising solution	20 Respules	
265	Azithromycin Oral Suspension (Pfr) - 200Mg/5ML	ORAL LIQUIDS	30ML	
266	Aminosidine Syrup 125MG/5ML, 60ML	ORAL LIQUIDS	60ML	
267	Betamethasone Ointment, 0.1%, 15G	DERMATOLOGI	Tube 15Gm	

		CALS		
268	Amikacin Sulphate 500Mg /2Ml Injection	INJECTIONS	Ampoule	
269	Blood Expander (Voluven) - 6% Hydroxyethyl Starch In 0.9% Sodium Chloride, 500Ml I.V. Solution	INJECTIONS	Bottle	
270	Calcium Gluconate Injection, 10%, 10Ml Ampoule	INJECTIONS	Ampoule	
271	Lactulose Solution 3.4Mg/MI,200Ml	INJECTIONS	Bottle	
272	Mannitol 20%W/V Infusion 500Ml	INJECTIONS	Bottle	
273	Omeprazole Injection 40Mg Vial	INJECTIONS	Vial	
274	Omeprazole Pfi 40Mg Vial	INJECTIONS	Pack Of 5S	
275	Phenytoin Sodium 250Mg/5Ml Injection(Epanutin)	INJECTIONS	Ampoule	
276	Potassium Chloride Injection - 15%	INJECTIONS	Ampoule	
277	Tramadol 100Mg Inj	INJECTIONS	Ampoule	
278	Tranexamic Acid Injection 500Mg/5Ml	INJECTIONS	Ampoule	
279	Enoxaparin Sodium 40Mg/0.4 Ml Injection(Clexane)	INJECTIONS	Syringe	
280	Dexamethasone Eye Drops 0.1%, 5Ml	OPHTHALMOLOGICALS	Bottle	
281	Dexamethasone+Neomycin+Polymixin B 600Iu/1%/3.5Mg/G Eye/Ear Drops,5Ml	OPHTHALMOLOGICALS	Bottle	
282	Dexamethasone + Neomycin Eye Drops 0.1% /0.5%	OPHTHALMOLOGICALS	5Ml	
283	Dexamethasone 0.1% + Gentamicin 0.3% Eye Drops	OPHTHALMOLOGICALS	5ml	
284	Sodium Chromoglycate Eye Drops 2%, 10Ml	OPHTHALMOLOGICALS	Bottle	
285	Timolol Eye Drops 0.5% 5Ml	OPHTHALMOLOGICALS	Bottle	
286	Betamethasone Sodium Phosphate 0.1% W/V And Neomycin Sulphate 0.5% W/V.(Probeta N)	EYE, EAR, NOSE DROPS	7.5 Ml Bottle	
287	Sodium Dichloroisocyanurate 2.5G Tablets	DISINFECTANT TABLETS	100 Pcs	
288	Cholera Vaccine 2Ml (Shanchol)	VACCINES	Vial	

289	Typhoid Vaccine 20 Doses 10MI Vial	VACCINES	Vial	
290	Yellow Fever Vaccine(Stamaril) One Dose Syringe	VACCINES	Syringe	
291	Anastrozole Tablet, 1mg	TABLETS & CAPSULES	Pack of 28s	
292	Bicalutamide Tablet, 50mg	TABLETS & CAPSULES	Pack of 28s	
293	Carboplatin Injection, solution for injection,10mg/ml, 45ml vial,(450mg)	INJECTIONS	Vial	
294	Cisplatin Injection, solution for injection 1mg/ml, 50ml vial, (50mg)	INJECTIONS	Vial	
295	Vincristine Injection, powder for reconstitution, 1mg (Sulfate) or solution for injection	INJECTIONS	Vial	
296	Filgrastim Injection, prefilled syringe for Injection (300 micrograms) / 0.5 ml	INJECTIONS	Vial	
297	Oxaliplatin Injection, solution for injection, 2mg/ml,25 ml vial (50mg)	INJECTIONS	Vial	
298	Oxaliplatin Injection, solution for injection, 2mg/ml,50 ml vial (100mg)	INJECTIONS	Vial	
299	Tamoxifen Tablet, 20mg (as citrate)	TABLETS & CAPSULES	30's	
300	Paclitaxel Concentrate solution for injection,6mg/ml, 50ml (300mg)	INJECTIONS	Vial	
301	Paclitaxel Concentrate solution for injection, 6mg/ml,16.7ml vial (100 mg)	INJECTIONS	Vial	
302	Paclitaxel Injection, concentrate solution for injection (6mg/ml),5ml(30mg)	INJECTIONS	Vial	
303	Doxorubicin Injection, Lyophilised powder for reconstitution, 50mg (hydrochloride) OR solution for injection	INJECTIONS	Vial	
304	Bortezomib Injection, Lyophilised powder for reconstitution, 3.5mg	INJECTIONS	Vial	
305	Zoledronic Acid Injection, PFR OR ready to use solution, 800mcg/ml,5ml vial (4mg)	INJECTIONS	Vial	
306	Herceptin Vial 440Mg	INJECTIONS	Vial	
307	Cyclophosphamide Injection, powder for reconstitution, 500mg	INJECTIONS	Vial	
308	Cyclophosphamide Injection, powder for reconstitution, 1g	INJECTIONS	Vial	
309	Docetaxel Injection, solution for injection, 80mg	INJECTIONS	Vial	

310	Rituximab Solution for injection, 10mg/ml, 10ml vial (100mg) (Roche)	INJECTIONS	Vial	
311	Rituximab Solution for injection, 10 mg/ml , 50ml vial (500mg) (Roche)	INJECTIONS	Vial	
312	Cytarabine Injection, Powder For Reconstitution, 100mg Or Solution for Injection (Preservative Free 100mg/ML)	INJECTIONS	Vial	
313	Fluorouracil Injection, Solution For Injection, 50 Mg/ML,5ml Vial (250mg)	INJECTIONS	Vial	
314	Methotrexate Tablet, 2.5mg(As Sodium Salt)	TABLETS & CAPSULES	Pack of 100s	
315	Goserelin Implant (In Syringe Applicator) 10.8 Mg (As Acetate) In A Prefilled Syringe	INJECTIONS	Syringe	
316	Ondansetron Injection, 2mg/ml, 2ml ampoule	INJECTIONS	Ampoule	
317	Letrozole Tablet, 2.5mg	TABLETS & CAPSULES	30's	
318	Ondansetron Tablet, 4mg (as hydrochloride) as disintegrating tablet	TABLETS & CAPSULES	10's	
319	Capecitabine Tablet, 500mg (XELODA)	TABLETS & CAPSULES	Pack of 120s	
320	Fentanyl Patch 50 micrograms in a patch	TOPICAL	Patch	
321	Iron sucrose 20mg/ml Injection 5ml(Venofar)	INJECTIONS	Vial	
322	Heparin injection 5000 iu/ ml (Rotex Medica)	INJECTIONS	Vial	
323	Erythropoetin 2000 I.U Injection β (Recormorn)	INJECTIONS	Vial	
324	Erythropoetin 5000 I.U Injection β (Recormorn)	INJECTIONS	Vial	
325	Acid Concentrate (Heamosafe)	ACID CONCENTRATE	5 litre	
326	Acid Concentrate (Lympha)	ACID CONCENTRATE	3.8 Litre	
327	Felodipine Er 5Mg	TABLETS AND CAPSULES	Pack X 30S	
328	Felodipine Er 10Mg	TABLETS AND CAPSULES	Pack X 30S	
329	Tablets Lisinopril 5 Mg	TABLETS AND CAPSULES	Pack Of 28S	
330	Tablets Lisinopril 10 Mg	TABLETS AND CAPSULES	Pack Of 28S	

331	Tablets Lisinopril 20 Mg/Hydrochlorothiazide 12.5Mg	TABLETS AND CAPSULES	Pack Of 28S	
332	Glucophage (Metformin) XR 500mg	TABLETS AND CAPSULES	90s	
333	Glucophage (Metformin) 1000mg	TABLETS AND CAPSULES	60s	
334	Euthyrox (Levothyroxine) 100mcg	TABLETS AND CAPSULES	30s	
335	Amoxicillin Tablets 250mg Dispersible, Scored (Norvatis Access)	TABLETS AND CAPSULES	Pack of 100s	
336	TEO	OPHTHALMOLOGICALS	TUBES	
337	GENTAMYCIN	OPHTHALMOLOGICALS	Bottle	
338	CIPROFLOXACILLIN	OPHTHALMOLOGICALS	Bottle	
339	CHLORAMPHENICOL	OPHTHALMOLOGICALS	Bottle	
340	TOBRAMYCIN	OPHTHALMOLOGICALS	Bottle	
341	DEXAGENTA	OPHTHALMOLOGICALS	Bottle	
342	DEXAMETHASONE	OPHTHALMOLOGICALS	TUBES	
343	TEARS NATURALE	OPHTHALMOLOGICALS	TUBES	
344	TIMOLOL	OPHTHALMOLOGICALS	TUBES	
345	ACETAZOLAMIDE 250MG	OPHTHALMOLOGICALS	Bottle	
346	PILOCARPINE	OPHTHALMOLOGICALS	Bottle	
347	MYDRIACYL	OPHTHALMOLOGICALS	Bottle	
348	MAXITROL OINTMENT	OPHTHALMOLOGICALS	Bottle	
349	MAXITROL DROPS	OPHTHALMOLOGICALS	TUBES	
350	PREDNISOLONE 0.5%	OPHTHALMOLOGICALS	TUBES	
351	Atropine drops	OPHTHALMOLOGICALS	Bottle	
352	Miconazole eye drops	OPHTHALMOLOGICALS	Bottle	
353	VIT A	OPHTHALMOLOGICALS	Bottle	

		GICALS		
354	AMITHOCAINE DROPS	OPHTHALMOLO GICALS	Bottle	
355	POVIDONE IDONE DROPS	OPHTHALMOLO GICALS	Bottle	
356	MYDRIATIC WITH PHENYL EPHRINE	OPHTHALMOLO GICALS	Bottle	
357	TABS PREDNISOLNE	OPHTHALMOLO GICALS	Bottle	
358	Tobradex drops	OPHTHALMOLO GICALS	Bottle	
359	Oflox ointment	OPHTHALMOLO GICALS	Bottle	
360	Acylovir ointment	OPHTHALMOLO GICALS	Bottle	
361	Ciprolin-D	OPHTHALMOLO GICALS	Bottle	
362	Moxiflox	OPHTHALMOLO GICALS	Bottle	
363	Avastin injections	OPHTHALMOLO GICALS	Bottle	
364	Hydrocortisone drops	OPHTHALMOLO GICALS	Bottle	
365	Triamcinolone inj	OPHTHALMOLO GICALS	Bottle	
366	Dexamethasone inj	OPHTHALMOLO GICALS	Bottle	
367	Predforte drops	OPHTHALMOLO GICALS	Bottle	
368	Betaxolol drops	OPHTHALMOLO GICALS	Bottle	
369	Loc tears	OPHTHALMOLO GICALS	Bottle	

Amount in

word.....

Signature of tenderer and stamp _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To MANDERA COUNTY GOVERNMENT
P.O BOX 13-70300
MANDERA.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY the said goods in conformity with the said tender documents for the sums as ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to supply and deliver in accordance with the schedule of requirements .

3. We agree to abide by this Tender for a period of **365 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

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

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin • Citizenship details •																														
	Part 2 (b) Partnership Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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1.																											
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3.																											
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	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
5.																											
Date Signature of Candidate																															

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

8.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF PHARMACEUTICALS SUPPLIES(AS AND WHEN REQUIRED) - MCG/T/19/2016-2017/2017-2018 in the sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

8.4 FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)

We _____ (Name of Bidder)

having our offices located in _____ (Name of Town and Building) duly authorize

_____ (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as stipulated and

Duly signed and delivered:

Name of appointed attorney: _____

Signature of appointed attorney: _____

Witnessed by:

1. Name of First Company Director: _____

Signature: _____

2. Name of Second Company Director: _____

Signature: _____

Company Seal:

8.5 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[Signature for and on behalf of manufacturer]

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

8.6 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD

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

BETWEEN

.....

.....APPLICANT AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of

Tender No.....of..... 20...

REQUEST FOR REVIEW

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

1.

2. etc.

By this memorandum, the Applicant requests the Board for
an order/orders that: - 1.

2.etc

SIGNED.....(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
.....

day of20.....

SIGNED
Board Secretary

8.7 LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender
documents] for the Contract Price of Kshs. _____
[amount in figures][Kenya Shillings _____ (amount in
words)] in accordance with the Instructions to Tenderers is hereby
accepted.

You are hereby instructed to proceed with the execution of the said Works in
accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

8.8 FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

8.9 PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer) _____(Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

9.0 BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

SELF-DECLARATION FORM

Date _____

To:

Mandera County government
P.O. Box 13-70300
Mandera

The tenderer i.e. (name and address)

_____ declare the following:

- a) Has not been debarred from participating in public procurement.

- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....