

MULTIMEDIA UNIVERSITY OF KENYA



MMU is ISO 9001:2015 CERTIFIED

TENDER DOCUMENT FOR TWO (2) YEAR FRAMEWORK CONTRACT

TENDER NAME: SUPPLY AND DELIVERY OF MEDICAL DRUGS and RELATED NON-PHARM MED SUPPLIES

TENDER No: MMU/MS/01/2021-2022/2022-2023

CLOSING DATE : TUESDAY 8TH JUNE, 2021 AT 10:30 A.M

NATIONAL OPEN TENDER

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1.1 SECTION I - INVITATION TO TENDER

TENDER NAME: SUPPLY & DELIVERY OF MEDICAL DRUGS & RELATED NON- PHARM MED SUPPLIES

The Multimedia University of Kenya (MMU) invites sealed tenders from eligible candidates for the Supply and Delivery of Medical Supplies (Drugs) and related non-pharm supplies for a **period of Two Years (24 months)** subject to satisfactory performance during the first 12 months.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, Multimedia University of Kenya (MMU), main campus Mbagathi, during normal working hours.

A complete set of tender documents may be obtained by interested candidates from the Procurement Office, Multimedia University of Kenya (MMU), during normal working hours upon payment of a non - refundable tender fee of Kshs. 1,000.00. The document may also be **viewed and downloaded from the Multimedia University of Kenya (MMU)'s website www.mmu.ac.ke or PPIP portal www.tenders.go.ke**. Bidders who download the tender document will be required to pay any fee. All payments shall be made to the Multimedia University of Kenya (MMU)'s cash office based at the ground floor, Administration building. Upon payment of the tender fee, bidders are required to obtain an official receipt from the Cash Office and immediately forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for **120 days**.

Tenderers will be required to submit a **Tender Security of KES 100,000.00** either from a Bank or Insurance Company approved by PPRA with a validity of **150 days** from the date of tender opening.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The Multimedia University of Kenya or be addressed to:

**The Vice Chancellor
Multimedia University of Kenya
P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Tel. +254 20 2071391, Fax: +254 20 2071247**

so as to be received on or before **Tuesday 8th June, 2021 at 10.30am**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the ground floor Admin conference hall, Administration Building, Main Campus, Mbagathi.

**VICE CHANCELLOR
MULTIMEDIA UNIVERSITY OF KENYA (MMU)**

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 V.
- 2.1.2 Multimedia University of Kenya'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 Multimedia University of Kenya 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 Multimedia University of Kenya, 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 Multimedia University of Kenya in writing or by post at the entity's address indicated in the Invitation to Tender. The MMU 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 Multimedia University of Kenya. 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 Multimedia University of Kenya 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, Multimedia University of Kenya, 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, Multimedia University of Kenya, 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 Multimedia University of Kenya, 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 120 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 Multimedia University of Kenya'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 Multimedia University of Kenya'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 Multimedia University of Kenya; and
- (c) a clause-by-clause commentary on Multimedia University of Kenya's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 - 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect Multimedia University of Kenya against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Multimedia University of Kenya and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Multimedia University of Kenya as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Multimedia University of Kenya.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by Multimedia University of Kenya 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 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Multimedia University of Kenya, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Multimedia University of Kenya as non-responsive.
- 2.15.2 In exceptional circumstances, Multimedia University of Kenya 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 Multimedia University of Kenya 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.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to Multimedia University of Kenya 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 8th June, 2021 at 10.30am)**
- 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, Multimedia University of Kenya 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 Multimedia University of Kenya at the address specified under paragraph 2.17.2 no later than **(Tuesday 8th June, 2021 at 10.30am)**.
- 2.18.2 Multimedia University of Kenya 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 Multimedia University of Kenya 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 Multimedia University of Kenya 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 Multimedia University of Kenya may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 Multimedia University of Kenya 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 Multimedia University of Kenya will open all tenders in the presence of tenderers' representatives who choose to attend, at (**Tuesday 8th June, 2021 at 10.30am**) 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 Multimedia University of Kenya, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 Multimedia University of Kenya 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 Multimedia University of Kenya 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 Multimedia University of Kenya in Multimedia University of Kenya'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 Multimedia University of Kenya 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 quantify, 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 Multimedia University of Kenya may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 Multimedia University of Kenya 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. Multimedia University of Kenya'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 Multimedia University of Kenya 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, Multimedia University of Kenya 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 Multimedia University of Kenya will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting Multimedia University of Kenya

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact Multimedia University of Kenya 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 Multimedia University of Kenya 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, Multimedia University of Kenya 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 Multimedia University of Kenya 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 Multimedia University of Kenya 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 Multimedia University of Kenya 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) Multimedia University of Kenya's Right to Vary quantities

- 2.27.5 Multimedia University of Kenya 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) Multimedia University of Kenya's Right to Accept or Reject Any or All Tenders

- 2.27.6 Multimedia University of Kenya 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 Multimedia University of Kenya's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, Multimedia University of Kenya 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 2.30, Multimedia University of Kenya 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 Multimedia University of Kenya notifies the successful tenderer that its tender has been accepted, Multimedia University of Kenya 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 Multimedia University of Kenya.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from Multimedia University of Kenya, 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 Multimedia University of Kenya.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.30 or paragraph 2.31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Multimedia University of Kenya may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 Multimedia University of Kenya 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 Multimedia University of Kenya, 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 Multimedia University of Kenya of the benefits of free and open competition;

- 2.31.2 Multimedia University of Kenya 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 THE TENDERERS

The following information for procurement of goods shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Suppliers of Medical drugs/pharmaceuticals
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase the tender document directly from Multimedia University of Kenya and FREE for those who download the document.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements under Evaluation Criteria
2.12	<p>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;</p> <ul style="list-style-type: none"> • Registered offices and evidence of business premises. • A valid Tax compliance certificate which will be verified by KRA TCC checker Evidence • That the tenderer has legal capacity to enter into a contract for the procurement • Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; • The person is not debarred from participating in procurement proceedings
2.14	<p>Particulars of Tender Security:</p> <p>Tender Security of KES 100,000.00 either from a Bank or Insurance Company approved by PPRA with a validity of 150 days from the date of tender opening.</p>
2.15	Validity of Tenders 120 days after date of Tender Opening.
2.17	Copies of Tender Documents to be Submitted: An original and one (1) copy
2.18	<p>Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at MULTIMEDIA UNIVERSITY OF KENYA</p> <p style="text-align: center;">P.O BOX 15653 - 00503</p> <p style="text-align: center;">NAIROBI, KENYA</p>
2.18	Bulky tenders that will not fit in the tender box shall be delivered to the Procurement Department

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.22	Evaluation and comparison of Tenders: The Evaluation Criteria on page 19 shall be applied not withstanding any other requirement in the tender documents.
2.24	Particulars of post - qualification if applicable. MMU may inspect the premises and confirm details
2.24.4	Award Criteria: The firm achieving the lowest evaluated price will be awarded the contract.
Other's as necessary	Complete as necessary. None

EVALUATION CRITERIA

Evaluation on bids will be conducted in three stages

STAGE 1: Preliminary Examination of Tender

S/NO	MANDATORY REQUIREMENTS	Responsive or Not Responsive
MR1	Certificate of Incorporation or Registration	
MR2	Copy of valid KRA Tax Compliance Certificate /exemption certificate	
MR3	Confidential Business Questionnaire - duly filled	
MR4	Copy of valid CR12 showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship or a sworn affidavit of the directors of the company. NB/Sole proprietors should attach a copy of their ID	
MR5	Copy of Valid Single Business Permit	
MR6	Copy of Current Annual Pharmacy and Poison Board Premises registration	
MR7	Copy of registration of the Pharmacist /Superintend Practice License	
MR8	Tender Security of KES 100,000.00 either from a Bank or Insurance Company approved by PPRA with a validity of 150 days from the date of tender opening.	
MR9	Declaration that the Bidder shall not engage in any corrupt or fraudulent practice. The form must be duly signed by a person lawfully authorized (senior management) - Form SD2 (attached)	
MR10	Original & copies of tender document must be properly bound and pages serialized in line with Section 74 (1) (f) of the Public Procurement and Asset Disposal Act 2015 Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected	
MR11	Duly signed Form of Tender	

Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification. The University may verify independently the validity of documents from Pharmacy and Poisons Board

NOTE: The validity of mandatory documents shall be deemed valid as at the time of opening of Tenders.

Stage II: Detailed Technical Evaluation criteria:

	Requirement /item Description	Marks	
1	<p>Proof of Experience in Supply and Delivery of Medical Supplies - copies of LPOs, award letters, contracts or Recommendation letters from your current or previous major reputable clients/firms with work of equivalent nature and volume for in the last 5 years.</p> <p>a) 1 client - 5 marks b) 2 clients - 10 marks c) 3 clients - 15 Marks d) 4 clients - 20 marks</p>	<p>Recommendation Letters should have the following details:-</p> <ul style="list-style-type: none"> • Signed, • Stamped, • physical location, • Postal address, • phone numbers, • Clients contacts name, • Duration of contract 	20 marks
2	Audited accounts (duly signed & stamped) for the Financial year, 2020, 2019 & 2018 (Each Year 5marks)		15 marks
3	<p>Capacity to transport goods</p> <p>Firms to indicate mode of transport and proof of ownership</p>	<p>i. Owned transport (evidenced by logbook) - 10 Mks</p> <p>ii. Hired transport (lease agreement) - 5 Mks</p> <p>iii. Not Indicated - 0</p>	10 marks
4	<p>Product Technical Specification</p> <p>Prove of registration of medical supplies (drugs) - and confirmation of the efficacy, safety and quality of the drug the tenderer intends to supply.</p> <p>Tenderers must submit Original information literature, complete and in English language for each product that meets the technical specifications and representing the products quoted for in all characteristics and a summary of relevant product characteristics. The following will be evaluated at this stage:</p> <p>1) Regulatory Approval (2mks) 2) International non-proprietary name [INN] or British Approved Name [BAN](2mks) 3) Acceptable compendia or monograph (BP, USP, French VIPAL, International Pharmacopoeia, Innovator products)</p>		25 marks

	<p>where applicable (2mks)</p> <p>4) Name & address of manufacturer(2 mks)</p> <p>5) Pharmaceutical formulation, strength of active ingredients & unit of issue (2 mks)</p> <p>6) Batch number, manufacture & expiry dates (2 mks)</p> <p>7) Storage requirements (2 mks)</p> <p>8) Direction for use including route of administration, instructions for reconstitution, dilution & stability information in English (2 mks)</p> <p>9) Integrity of external & internal packages, labels & closures (2 mks)</p> <p>10) Dispensing measures, accessories & ease of use (2 Mks)</p> <p>11) Consistency & uniformity of formulation & colour (1 mks)</p> <p>12) Marketing authorization (2 mks)</p> <p>13) No documented poor quality report (1 mks)</p>		
5	<p>Qualifications of key staff</p> <p>Prove of qualified and competent personnel with Pharmaceutical Science background and hands on experience on issues related to medical supplies. Please attach signed Cv's for at least five (5) Key staff</p>	5 x 4 marks	20 marks
6	<p>Company profile and location</p> <p>i. Provide a detailed company profile including the list of directors and key management staff together with their qualifications and experience and physical address must be submitted (5 Mks)</p> <p>ii. Qualification of key personnel. Attach CVs of at least five (5) key personnel to be involved in the assignment (5 Mks)</p>	<p>i. Company profile</p> <p>ii. Relevant certificates, testimonials and CVs MUST be attached.</p>	10marks
TOTAL POINTS			100
PASS MARKS		70%	70

Only bidders who score 70points and above will be subjected to financial evaluation. Those who score below 70points will be eliminated at this stage from the entire evaluation process and will not be considered further.

Stage III: Financial Evaluation Criteria

Tenderers shall state their tender bid as detailed on price schedule / schedule of requirements. Tenders will be evaluated on the basis of this base price.

Evaluation will involve the following

a) Determination of evaluated price for each bid using the Following:

- i. Check for any arithmetic errors in the Tender
- ii. Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
- iii. Application of any discount offered on the tender
- iv. Comparison of prevailing actual market prices
- v. Establish if items quoted for are within prevailing market rates from the known retail outlets & Public Procurement Regulatory Authority price index.

Tenders shall be ranked according to their evaluated price and the successful tender shall be the tender with the lowest evaluated price per item from the bidders who qualify at the technical stage (70% points and above)

The comparison shall be of the price including all costs as well as duties and taxes payable in the provision of the services

Particulars of post - qualification

Multimedia University may inspect the premises and confirm details given in this tender

Award Criteria:

The firm achieving the lowest evaluated price will be awarded the contract.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) The “contract” means the agreement entered into between MMU 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 goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to MMU under the Contract.
- d) The “Procuring entity” means the Multimedia University of Kenya (MMU) the organization sourcing for the services under this Contract.
- e) The “contractor” means the individual or firm supplying the goods under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Schedule of requirements and SCC

3.4 Patent Right's

The tenderer shall indemnify MMU against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods/services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MMU the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to MMU as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to MMU and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by MMU and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 MMU 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.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 MMU.
- 3.6.3 Should any inspected or tested goods fail to conform to the Specifications, MMU may reject the services, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to MMU.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in MMU's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with MMU's prior written consent.

3.10 Termination for Default

MMU 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by MMU.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract. if the tenderer, in the judgment of MMU has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination for insolvency

MMU may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to MMU.

3.12 Termination for convenience

MMU by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for MMU convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 Force Majeure

The contractor 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.

3.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract	Details
3.3	Standards	<p>1. The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the University's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the University .</p> <p>2. If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall 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 contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the University , or</p> <p>b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs</p>
3.6	Specify performance security if applicable	Not Applicable
3.7	Payment	<p>The supplier shall submit invoices to the University after goods have been inspected and received as per Section 3.6</p> <p>The credit period shall be between 30 - 60 days</p>

3.8	Specify price adjustments allowed	Not allowed except as provided by Section 139 of the Public Procurement and Asset Disposal Act 2015
3.13	Specify resolution of disputes	Arbitration Both parties shall endeavor to settle amicably any dispute or difference of any kind but should any such dispute or difference persist then it shall be settled in accordance with the arbitration Act 1995.
3.16	Specify applicable law	Laws of Kenya
3.17	Indicate addresses of both parties	Client: Multimedia University of Kenya P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD
Other's as necessary	Complete as necessary	

SECTION V - TECHNICAL SPECIFICATIONS

5.1 Documentary evidence of qualifications to perform contract

5.1.1 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 University 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.

5.2 Certificates

5.2.1 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 Tenderers 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 University after award

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

5.2.3 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.

5.2.3 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.

5.2.4 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.**

5.3 Standards of Quality Assurance for Supply

5.3.1 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.

5.3.2 In all case tenderers to the University who succeed to win an item or more in price and other preliminary evaluation parameters, the University 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 University.

5.3.3 The successful Bidder will be required to furnish to the University:

- a) Batch certificates of each batch of drugs supplied.
- b) A certificate of analysis for each batch consignment delivered if requested.

- c) Assay methodology of any or all tests if requested.
- d) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request.

Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

- e) 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.

5.4 Product information

- 5.4.1 The Pharmaceuticals and Vaccines to be purchased by the University under this invitation for bids are included in the University'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").
- 5.4.2 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.
- 5.4.3 Certificate of quality control of sterility, pyrogenicity, Acute toxicity and physicochemical tests shall be provided on request.
- 5.4.4 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.
- 5.4.5 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 University, disqualify the bid.

5.4.6 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.

5.4.7 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.

5.4.8 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.
- 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/transported in special containers to ensure stability in transit from point of shipment to Multimedia University of Kenya.
- d) The outer case or carton should also display the above information.

5.4.9 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.

5.5 Sample (Where applicable)

- 5.5.1 A proper labeled sample of each items quoted must be delivered to Multimedia University of Kenya (MMU)at least one day before the closing date of the tender.
- 5.5.2 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.
- 5.5.3 Sample must not be expired or spoiled for the duration of the tender period.
- 5.5.4 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 “MMU”..
- 5.5.5 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.

Sample Submission

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

5.6 Product Specifications

- 5.6.1 All specifications stated on the tender sent to the University 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 University , the goods will not be accepted.

SECTION VIII

PRICE /REQUIREMENTS SCHEDULE

The contract for supply and delivery of pharmaceuticals/ related non-pharm supplies will be for a period of two years. Orders will be placed as and when required during the contract period. It is estimated that MMU will order for **Medical Supplies worth an estimated total amount of Kshs. 10M within one year.**

	NAME OF PRODUCT	BRAND NAME	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1.	GASTROINTESTINAL SYSTEM				
2.	ESOMEPRAZOLE 40MG TABS		14's	1	
3.	ESOCIP IV 40MG		1'S	1	
4.	ESOMEPRAZOLE 20MG TABLETS		30's	1	
5.	PEPGEL PLUS SUSPENSION 200MLS		1`S	1	
6.	RELCER GEL 180ML		1's	1	
7.	ANTACIDS TABLETS		1000s	1	
8	ESOMEPRAZOLE 20MG TABS		30's	1	
9	FLATAMEAL DS TABLETS		200's	1	
10	VISCID GEL 180MLS		1's	1	
11	TRES-ORIX 250ML SYRUP		1's	1	
12	TRIMORIX SYRUP (APPETITE STIMULANT) 200ML		1`S	1	
13	GLYCEROL 1GM SUPPOSITORY		12'S	1	
14	GLYCEROL 2GM SUPPOSITORY		12'S	1	
15	GLYCEROL 4G SUPPOSITORY		12's	1	
16	SEKOT TABLETS		100`s	1	
17	BUSCOPAN PLUS TABLETS		50's	1	
18	BUSCOPAN TABLETS 10MG		50'S	1	
19	HYOSCINE SYRUP 5MG/5MLS		1's	1	
20	HYOSCINE 10MG TABLETS		100's	1	
21	HYOSCINE INJ.20MG		10's	1	
22	METOCLOPRAMIDE INJECTION		10's	1	
23	ENEMAX 120ML		1's	1	
24	ORS SACHETS		100's	1	
25	ONDANSETRON TABS 4MGs		10s	1	
26	DOMPERIDONE 10MG TABLETS		100's	1	
27	NOSIC TABS		20's	1	
28	PREGNIDOXIN TABLETS		10's	1	
29	IMODIUM CAPS 2MG		6's	1	
30	MOTILIMUM 100ML		1s	1	
31	MOTILIMUM TABLETS		20's	1	
32	ZANTAC INJECTION 50MG		10's	1	
33	FLORANORM SACHETS		10's	1	
34	ESOXIUM 20MG TABS		30's	1	

35	ESOXIUM 40MG TABS		10s	1	
36	SIGN KIT TABS		1's	1	
37	FLATAMEAL TABS		200's	1	
38	RABETO(RABEPRAZOLE)20MG TAB		30's	1	
39	ESKLAM KIT		1s	1	
40	LOPERAMIDE 2MG CAPSULES		6's	1	
41	ZINC DT DISPERSIBLE 10MG		30's	1	
42	ZINC DT DISPERSIBLE TABS 20MG		30's	1	
43	DULCOLAX 5MGS		30's	1	
44	RABEPRAZOLE 20MG/DOMPERIDONE 10MG TABLETS		30's	1	
45	RAZID-D (RABEPRAZOLE/MOSAPRIDE)		30's	1	
46	HERILID KIT		7's	1	
47	NEXIUM 20MG TABLETS		28's	1	
48	NEXIUM 10MG SATCHETS		10's	1	
49	LIBRAXIN TABLETS		30's	1	
50	LACTULOSE SOLUTION 100ML		1`S	1	
51	L-SIGN KIT		1`S	1	
52	DISFLATYL TABLETS		100's	1	
53	PEPGEL PLUS SUSPENSION 200MLS		1's	1	
	CARDIOVASCULAR SYSTEM				
54	ATENOLOL 50MG TAB		28's	1	
55	ATENOLOL 100MG TABS		28's	1	
56	NATRILIX SR 1.5MG TAB		30's	1	
57	CARDINOL 25MG TABS		28's	1	
58	NIFELAT RETARD 20MG TAB		30's	1	
59	LOZART- H TABLETS		30's	1	
60	BENDURIC 2.5MG TABS		100's	1	
61	BENDURIC 5MG TABS		100's	1	
62	HYDROCHLOTHIAZIDE 50MG TABS		100's	1	
63	PROPRANOLOL 40MG TABS		100's	1	
64	WARFARIN 5MG TABS		28's	1	
65	ASCARD 75MG TAB (LOW DOSE ASA)		28's	1	
66	AZTOR 20MG TABS		50's	1	
67	AMLODIPINE 10MG TABS		30,s	1	
68	AMLODIPINE 5MG TABS		30's	1	
69	AMLOZAAR -H TABLETS		30's	1	
70	ENA DENK 10MG TABLETS		30's	1	
71	ENA+HCT 20/12.5MG TABLETS		30's	1	
72	EXFORGE 5/160MG TABLETS		30's	1	
73	HYDRALLAZINE 25MGS TABLETS		100's	1	
74	INJ HYDRALLAZINE 25MG IV		10's	1	
75	NILOL TABLETS		30's	1	

76	ALDACTONE 25MG TABS		50's	1	
77	LASIX 20MG INJECTION		10's	1	
78	PLENDIL 5MG TABS		30's	1	
79	ASOMEX 2.5MG TAB		30's	1	
80	DAFLON TABLETS 500MG TABS		30's	1	
	HAEMATINICS/ VITAMINS				
81	RANFERON LIQUID PREPARATION		200mls	1	
82	FOLIC ACID 5MG TABLETS		1000's	1	
83	FEFOL CAPSULES		30's	1	
84	NEUROBION TABLETS		100's	1	
85	VITAMIN B12 INJECTIONS		10's	1	
86	IPCAVITE SYRUP 100MLS		1's	1	
87	FAMCAL TABLETS		30'S	1	
88	FERICOR SYRUP 200MLS		1'S	1	
89	VITAMIN C TABS		1000`S	1	
90	FERICOR CAPS		30'S	1	
91	VITAMIN B COMPLEX TAB		1000`S	1	
92	CORFLEX FORTE TABLETS		30's	1	
93	MULTIVITAMIN TABLETS		1000's	1	
	RESPIRATORY TRACT				
	ANTI HISTAMINES/COUGH SYRUPS				
94	TRIZINE 10MG TABS		10's	1	
95	STUGERON 25MG TABS		50's	1	
96	PIRITON SYR.100ML		1's	1	
97	CLARITINE TAB 10 MG		30's	1	
98	CLARINASE TABLETS		30's	1	
99	L- MONTUS TABLETS		10's	1	
100	MONTELUKAST 10MG TABLETS		10's	1	
101	MONTECOR PLUS		10's	1	
102	VENTOLIN SYR.100ML		1's	1	
103	AXALIN EXP.100ML		1's	1	
104	PREDNISOLONE 5MGS		100's	1	
105	MONTELUKAST 5MG DIPERSIBLE TABLET		10's	1	
106	ADRYL 2% 125ML		1's	1	
107	TUSPEL PLUS 100ML		1's	1	
108	TUSPEL SYRUP 100ML		1's	1	
109	TUSPRESS 100ML		1's	1	
110	CHLOPHENIRAMINE INJ.10MG		10's	1	
111	FEBREX PLUS SYRUP 100ML		1`S	1	
112	BUDECORT 100IU INHALER		1's	1	
113	FEBREX PLUS TABS		20`S	1	
114	SALBUTAMOL 4MG TABS		100's	1	

115	ZYNCET SYRUP 60ML		1's	1	
	COUGH SYRUPS				
116	COSCOF-C SYRUP 100ML		1's	1	
117	DELATED DRY SYRUP 100ML		1's	1	
118	DELATED CHESTY 100ML		1's	1	
119	DELATED PAED 100ML		1's	1	
120	BENYLIN 4 FLU 200ML		1's	1	
121	BENYLIN CHESTY 100ML		1's	1	
122	BENYLIN DRY 100ML		1's	1	
123	BENYLIN ORIGINAL 100ML		1's	1	
124	CELESTAMINE TABLETS		30's	1	
125	TRIZINE- D TABS		10's	1	
126	ALLEGIX 180MG TABS		6's	1	
127	PIRITON TABLETS		1000's	1	
128	ZYNCET 10MG TABS		50's	1	
129	ASCORIL 100ML SYRUP		1's	1	
130	BRO-ZEDEX 100ML SYRUP		1's	1	
131	BENYLIN WITH CODEINE 100ML		1's	1	
132	CADISTIN SYRUP 100ML		1's	1	
133	SOLVIN PLUS 120ML SYRUP		1's	1	
134	DESLIT SYRUP (DESLORATIDINE) 60MLS		1`S	1	
135	RHINATHIOL ADULT 100MLS		1's	1	
136	RHINATHIOL INFANT SYRUP		1's	1	
137	RHINATHIOL WITH PROMETHAZINE SYRUP		1's	1	
	INHALERS				
138	VENTOLIN INHALER 200MCG		1's	1	
139	AEROVENT INHALER		1's	1	
140	FORACORT INALER		1's	1	
141	SERETIDE INHALER 250MCG		1's	1	
142	BUDECORT INHALER 200MCG		1's	1	
143	BUDECORT INHALER 100MCG		1's	1	
144	SYMBICORT EVOHALER 160/80(120DOSES)		1's	1	
145	COMBIVENT NEBS SOLUTION		20's	1	
146	VENTOLIN NEBULISATION SOLUTION 10MLS		1'S	1	
147	RHINOCORT NASAL SPRAY 64MCG		1`S	1	
148	AVAMYS NASAL INHALER		1's	1	
149	BECLOMETHASONE NASAL SPRAY		1'S	1	
	ANTI-INFECTIVE AGENTS				
150	PENAMOX 500MGS		500's	1	
151	PENAMOX FORTE 250MG/5MLS SYRUP		1's	1	
152	AMPICLOX 500MG CAPS		500's	1	

153	AMPICLOX SYP 100MLS		1's	1	
154	AMOXYCILLIN/CLAVULANIC 375MG TAB		20's	1	
155	AMOXYCILLIN/CLAVULANIC 625MG TAB		14's	1	
156	AMOXYCILLIN/CLAVULINIC 1GM TAB		14's	1	
157	CORCLAV 457/5MLS SYRUP		1's	1	
158	CORCLAV 228MG/5MLS SYRUP		1`S	1	
159	AUGMENTIN 625MGS TAB		14's	1	
160	AUGMENTIN 1GM TAB		14's	1	
161	AUGMENTIN 228/5MLS SYRIP		1's	1	
162	AUGMENTIN 457/5MLS SYRUP		1's	1	
163	AMOXYCILLIN/FLUCLOXACILLIN 500MG		20's	1	
164	INJ CRYSTALLINE PENICILLIN 1 MEGA/ VIAL		10's	1	
165	INJ BENZATHINE PENICILLIN 2.4 MU		10's	1	
166	SUPRAPEN CAPSULES 500MG		100'S	1	
167	FLUOCLOXALLIN 250MG CAPS		20'S	1	
168	AZITHROMYCIN 500MGS TAB		3's	1	
169	AZITHROMYCIN SYP 200MGS/5MLS		1's	1	
170	NORMAX 400MGS TABS		10's	1	
171	OFLOXACIN 200MG TAB		60's	1	
172	CIPROFLOXACIN 500MG TAB		10's	1	
173	CIPROBAY 500MG TAB		10's	1	
174	UTIVANIC TABLETS 750MG		10's	1	
175	LEVOFLOXACIN TABS 500MGS		10's	1	
176	LEVOFLOXACIN INJ 500MGS		1's	1	
177	CEFUROXIME 500MGS TAB		10's	1	
178	PROXIMEXA 500MGS TAB		10's	1	
179	ZINNAT 500MGS TAB		10'S	1	
180	ZINNAT 250MG TABLETS		10'S	1	
181	ZINNAT SUSPENSION 125MG/5MLS SYRUP		1'S	1	
182	ZINNAT SUSPENSION 250MG/5MLS SYRUP		1'S	1	
183	PROXIMEXA SYP 250/5MLS SYRUP		1'S	1	
184	PROXIMEXA 125/5MLS SYRUP		1'S	1	
185	CLARITHROMYCIN 500MGS TAB		10'S	1	
186	CEFTRIAZONE INJECTION 1GM		1'S	1	
187	CEFCY TABS 400MG		5'S	1	
188	ZAGOLE 400MG TBLETS 1000S		1000'S	1	
189	TINIDAZOLE 500MG TAB		4's	1	
190	METRONIDAZOLE SYP 200MGS/5MLS		1's	1	
191	TAGERA FORTE 1G TAB		2's	1	
192	AMINOSIDINE 250MG TABLETS		24's	1	
193	AMINOSIDINE SYRUP 250MG		1's	1	
194	GABBRORAL 250MG TABLETS		12'S	1	
195	ZITHROMAX 500MG TAB		3`S	1	

196	GABBRORAL 125MG SUSPENSION		1's	1	
197	DISPERSIBLE AMOXYCILLIN 250MG CAPS		1`S	1	
198	METRONIDAZOLE INJ. 500MG		1'S	1	
199	COTRIMOXAZOLE 480MG TABS		1000's	1	
200	COTRIMOXAZOLE 960mg -DS TABS		100's	1	
201	SEPTRIN SUSPENSION 100MLS		1'S	1	
203	CHLORAMPHENICOL INJECTION 1G/10MLS		1's	1	
204	GENTAMYCIN INJECTION 80MG		10's	1	
205	ACYCLOVIR 200MG TABLETS		30's	1	
206	ACYCLOVIR 400MG TABLETS		30's	1	
207	ACYCLOVIR TABLETS 800MGs		10`S	1	
208	CITAL SOLUTION		1's	1	
	ANTIFUNGALS				
209	FLUCONAZOLE 50MG		10'S	1	
210	FLUCONAZOLE 200MGs		10'S	1	
211	ITRANOX 100MG CAPS		4`S	1	
212	ZORCAN 150MGs CAP		1's	1	
213	GRISEOFULVIN 500MG TAB		100's	1	
214	GRISEOFULVIN 250MG TABS		100's	1	
215	GRISEOFULVIN 125MG TABS		100's	1	
216	ONCOSIL CREAM (Terbinafine 1%)		1's	1	
217	OG KIT(FLUC/AZITH/SECN)		1`S	1	
218	ONCOSIL CAPS (Terbinafine 250mg)		14's	1	
219	KETOCONAZOLE 200MG TABLETS		10's	1	
	ANTIMALARIALS				
220	CO-CORITHER TABLETS DS 80/480		6'S	1	
221	CORITHER INJECTION 80MG		6'S	1	
222	CO-CORITHER DRY SYRUP 180/1080 60MLS		1's	1	
223	DUO-ARTEPEP TABLETS		9's	1	
224	DUO-ARTEPEP SUSPENSION 80MLS		1's	1	
225	COARTEM TABLETS 20/120		24'S	1	
226	COARTEM TABLETS		18's	1	
227	ARTECOR INJECTION IV 60MG		1's	1	
228	QUININE TABLETS 300MG		100's	1	
229	QUININE INJECTION 600MG		1's	1	
230	DUO-COTECXIN TABLETS		9's	1	
	ANTHELMINTHICS				
231	ABZ 400MG TAB		1'S	1	
232	ABZ 400MG SUSPENSION		1'S	1	
233	ZENTEL TABLETS 400MG		1'S	1	
234	ZENTEL SUSPENSION		1'S	1	

235	PRAZIQUANTEL 600MG TABS		10'S	1	
	CENTRAL NERVOUS SYSTEM				
236	ALPRAZOLAM 0.25MG TAB		30'S	1	
237	DIAZEPAM 5MG TABLETS		100's	1	
238	DIAZEPAM INJECTION 10MG		10's	1	
239	LEXOTANIL 1.5MG TAB		30's	1	
240	LEXOTANIL 3MG TAB		30's	1	
241	ALPRAZOLAM 0.5MG TAB		30's	1	
242	FLUOXETINE 20MG CAP		60's	1	
243	AMITRYPTYLIN 25MG TAB		100's	1	
244	CARBAMAZEPINE 200MG TAB		100's	1	
245	TEGRETOL 200MG TAB		500's	1	
246	EPIILIM 200MG TAB		100's	1	
247	PHENOBARBITONE 30MG TAB		100's	1	
248	HALOPERIDOL 5MG TABLETS		100's	1	
249	OLANZAPINE 5MG CAPS		100's	1	
250	BENZHEXOL 5MG TABLETS		100's	1	
251	FLUANXOL 20MG INJ.		1's	1	
	ENT PREPARATIONS				
252	CEPROLEN EAR DROPS		1's	1	
253	CEPROLEN-D EAR DROPS		1's	1	
254	PROBETA N EAR/EYE DROPS		1's	1	
255	AVAMYS NASAL SPRAY		1'S	1	
256	CANDID EAR DROPS		1's	1	
257	TERA-CORTRIL EAR DROPS		1's	1	
258	OTOREX EAR DROPS		1's	1	
259	CERUMOL EAR DROPS		1's	1	
260	LIQUID PARAFFIN WITH DROPPER		1's	1	
261	MAXITROL EYE/EAR DROPS		1's	1	
262	NORMAL SALINE NASAL DROPS		1's	1	
263	LOCARCORTEN VIOFORM EAR DROPS		1's	1	
	ORAL PHARYNGEAL PREPARATIONS				
264	REPIDINE MOUTHWASH 100ML		1's	1	
265	POVIDONE IODINE MOUTHWASH 100MLS		1's	1	
266	ANDOLEX C MOUTHWASH		1's	1	
267	DENTOGEL ORAL GEL		1's	1	
268	ORCLEN ORAL GEL		1's	1	
269	KENACORT IN OROBASE		1's	1	
	SKIN PREPARATIONS				

270	BETASON CREAM		1's	1	
271	CLOB B CREAM 15GM		1's	1	
272	CUTICOR CREAM 20GMS		1's	1	
273	BETAMETHASONE+SALICYLIC ACID(ENTEZMA)		1's	1	
274	ELOCOM LOTION		1'S	1	
275	ELOCOM CREAM		TUBE	1	
276	CANDID TV SHAMPOO		1's	1	
277	V-DRUF SHAMPOO		1`S	1	
278	X-TRADERM CREAM		1's	1	
279	MUPIROCIN CREAM		1's	1	
280	BURNFIX CREAM 10GM		1's	1	
281	BETADINE OITMENT		1's	1	
282	VASELINE GAUZE		Pack	1	
283	CHROHEXIDINE GAUZE		Pack	1	
284	ACYCLOVIR CREAM		1's	1	
285	DICLOFENAC GE 30MG		1's	1	
286	CLOB BG CREAM		1's	1	
287	FLEXEN GEL 30GM		1's	1	
288	DEEP HEAT CREAM 50G		1's	1	
289	DEEP HEAT SPRAY		1's	1	
290	OILATUM CREAM		1's	1	
300	OILATUM SOAP		1's	1	
301	PODOSAL SOLUTION 25% PODOPHYLLINE		1's	1	
302	PODOSAL OINTMENT		1's	1	
303	HIRUDOID CREAM		1's	1	
304	CONTRATUBEX CREAM		1's	1	
	ANALGESICS/ANTIINFLAMS.				
305	PARACETAMOL 500MGS-1000S		1000'S	1	
306	PARACETAMOL EFFERVECENT 1G		100'S	1	
307	PARACETAMOL 500MG BLISTER PACK		100'S	1	
308	PANADOL- EXTRA		100'S	1	
309	DICLOFENAC 50MGS		100'S	1	
310	DICLOFENAC TABLETS SR 100MG		100'S	1	
311	CATAFLAM TABLETS 50MG		100'S	1	
312	AIRTAL 100MG		100'S	1	
313	PIROXICAM 20MGS		100'S	1	
314	CATAFLAM ORAL DROPS 15MG/ML		1'S	1	
315	ACECOR 100MG(ACECLO) TABS		30'S	1	
316	ZERODAL P TABS		30'S	1	
317	MYOCOR TABS		20`S	1	
318	FLAMACOR TABS		30'S	1	
319	ETODOLAC 300MGS		100's	1	

320	MELOXICAM 15MGS TAB		100's	1	
321	MELOXICAM 7.G MGS TAB		100's	1	
322	FENPAR/BRUSTAN TABLETS		10's	1	
323	BRUFEN 400MGS TAB		1000's	1	
324	BRUFEN 200MGS TAB		1000's	1	
325	DICLOFENAC INJECTION 75MGS/3MLS		10's	1	
326	TRAMADOL INJ 100MGS/2MLS		10's	1	
327	TRAMADOL CAPS 100MGS		50's	1	
328	PARACETAMOL INJECTION 10MLS VIAL		1's	1	
329	LIGNOCAINE INJECTION 30MLS		1's	1	
330	LIGNOCAINE WITH ADRENALINE		1's	1	
331	FOPYN TABLETS		20's	1	
332	PANADOL BABY SYRUP 100ML			1	
333	HYOSCINE TABLETS		100's	1	
334	ADOL 125MG SUPPOSITORY		10`S	1	
335	CYCLOPAM TABLETS		100'S	1	
336	ADOL 250MG SUPPOSITORY		10`S	1	
337	BRUSTAN SYRUP 100ML		1`S	1	
338	PARACETAMOL SYRUP 100ML		1`S	1	
339	CYCLOPAM SYP 30MLS		1's	1	
340	IBUPROFEN SYRUP 100ML		1`S	1	
341	CELECOXIB 200MG CAPS		30`S	1	
342	NOSPA TABLETS		10's	1	
343	NOSPALGIN TABLETS		10's	1	
344	EMANZEN FORTE TABLETS		10's	1	
	ENDOCRINE SYSTEM				
	ANTIDIABETICS			1	
345	GLUCOPHAGE 1 GRAM TABLETS		60's	1	
346	GLUCOPHAGE 850MG		60's	1	
347	MIXTARD INSULIN		1's	1	
348	GLUCOPHAGE 500MGS		60's	1	
349	GLUCOPHAGE XR 500MGS		60's	1	
350	DIAMICRON TABLETS 60MG		60's	1	
351	DAONIL 5MGS TAB		100's	1	
352	GLUCORED FORTE TAB		50's	1	
353	INSULIN NEEDLES		100's	1	
354	NOVO-MIX 30 FLEX PEN		1's	1	
355	GALVAS 50MG TABS		100's	1	
356	GALVAS MET 50MG/500MG		100's	1	
	GLUCOCORTICOIDS				
357	PREDNISOLONE 5MG TABLETS		100'S	1	
358	DEXAMETHASONE 0.5MG TABLETS		100's	1	

359	INJ DIPROFOS 2MLS		1's	1	
360	INJ DEPOMEDROL		1's	1	
361	INJ TRIAMCINOLONE		1's	1	
362	INJ HYDROCORTISONE 100MG		1's	1	
	OTHERS				
363	ANUSOL SUPPOSITORIES		12's	1	
364	XYLOPROCT CREAM		1's	1	
365	XYLOPROCT SUPPOSITORIES		12'S	1	
366	TRANEXAMIC 500MG CAPS		30`S	1	
367	SCHERIPROCT CREAM		1's	1	
368	TRANEXAMIC ACID CAPSULES 250MG		100's	1	
369	ALLOPURINOL 300MG TABLETS		28'S	1	
370	TRANEXAMIC ACID INJECTION 500MG/5MLS		1's	1	
	GENITO-URINARY TRACT				
371	CLOTRIMAZOLE PESSARIES 200MGS		3's	1	
372	CANDISTAT PESSARIES 500MGS		1's	1	
373	BETADINE VAGINAL GEL		1's	1	
374	BETADINE VAGINAL PESSARIES		12's	1	
375	GYNODAKTARIN VAGINAL CREAM		1's	1	
	HORMONAL PREPARATIONS				
376	ERGOMETRINE 0.5 MG INJECTION		1's	1	
377	MISOPROSTOL TABLETS 300MG		10's	1	
378	PRIMOLUT 5MG TABLETS		30's	1	
379	BROMOCRIPTINE 5MG TABLETS		100's	1	
380	MICROGYNON TABLETS		3 CYCLES	1	
381	POSTNOR TABLETS		2'S	1	
382	MEDROXYPROGESTERONE DEPOT 150MG		50'S	1	
	VACCINES				
383	VERORAB ANTIRABIES VACCINE 1MLS		1'S	1	
384	TETANUS TOXOID 10MLS VIAL		1's	1	
	MISCELLANEOUS ITEMS			1	
385	WATER FOR INJECTION 10ML VIAL		10'S	1	
386	CHLORHEXIDINE GLUCONATE SOLN 5%		5L	1	
387	SODIUM HYPOCHLORITE SOLUTION 4-6%		5L	1	
388	BETADINE LOTION		250MLS	1	
389	METHYLATED SPIRIT (94/95%)		5L	1	
390	NORMAL SALINE 500MLS(COLLAPSIBLE BAG)		1'S	1	
391	NORMAL SALINE1000MLS(COLLAPSIBLE BAG)		1'S	1	
392	DNS 500MLS (COLLAPSIBLE BAG)		1'S	1	
	Normal saline (piggyback) 50mls		1s		

393	DNS 500MLS COLLAPSIBLE BAG		1'S	1	
394	LIDOCAINE SPRAY		1'S	1	
395	RINGER-LACTATE COLLAPSIBLE BOTTLE 500MLS		1'S	1	
	NON-PHARM MED SUPPLIES				
396	PRIMAPORE MEDIUM		PACK	1	
397	BETAPAD 5*7.5 CMS		PACK	1	
398	TRANSPORE TAPE 4M		1'S	1	
399	COTTON CREPE BANDAGE 6''		12'S	1	
400	COTTON CREPE BANDAGE 4''		12'S	1	
401	CREPE BANDAGE (R/W) 2''		12'S	1	
402	COTTON WOOL ABSORBENT 400G		1'S	1	
403	COTTON GAUZE PLAIN 36''X100YD 1500G			1	
404	DISPENSING ENVELOP PLASTIC RESEALABLE(ZIP LOCK)		1000'S	1	
405	DISPENSING LABEL SELF-ADHESIVE		1000'S	1	
406	GLOVES LATEX EXAMINATION MEDIUM		100'S	1	
407	GLOVES SURGICAL SIZE 7.5 (STERILE)		100'S	1	
408	CANNULA IV 18G		100'S	1	
409	CANNULA IV 20G		100'S	1	
410	CANNULA IV 22G		100'S	1	
411	CANNULA IV 24G		100'S	1	
412	INFUSION IV GIVING (BRAUN)		100'S	1	
413	SOLUSETS GIVING SETS(BRAUN)		100'S	1	
414	PLASTERS OF PARIS 15CM X 2.75 BP		12'S	1	
415	ZINC OXIDE STRAPPING 5CM X 4.5M		12'S	1	
416	SUTURES POLYGLYCOLIC ACID 2/0 TAPER POINT		100'S	1	
417	SUTURES NYLON NO.2/0 CUTTING NEEDLE		100'S	1	
418	SUT POLYGLACTIN 2/0 75CM ON		100'S	1	
419	SURGICAL BLADE SIZE 23		100'S	1	
420	SYRINGE 10ML + X 1.5''		100'S	1	
421	SYRINGE 2ML + X 1''		100'S	1	
422	SYRINGE 5ML + X 1.5''		100'S	1	
423	SAFETY BOXES (WHO SPECIFICATION)		100'S	1	
424	BANDAGES COTTON L/WOVEN BP SIZE 10CM X 4.5M BP		100'S	1	
425	BANDAGES COTTON L/WOVEN BP SIZE 15CM X 4.5M BP		100'S	1	
426	MICROPORE TAPE ADHESIVE 7.5CM X 4.5M		100'S	1	
427	TEGADERM I.V		PACK OF 50	1	
428	NEEDLE 21G		100'S	1	
429	NEEDLE 23G		100'S	1	
430	NEEDLE 19G		100'S	1	
431	K-Y JELLY		1'S	1	

432	ELASTOPLAST		100'S	1	
433	LIDOCAINE SPRAY		5'S	1	
434	ETHYLCHLORIDE SPRAY		5'S	1	
435	NEBULIZATION MASKS (ADULT)		100'S	1	
436	NEBULIZATION MASKS (PAEDIATRIC)		100'S	1	
437	SUCTION CATHETER SIZE 14		10'S	1	
	Nebulizing machine		1s		
438	SUNCTION CATHETER SIZE 18		10'S	1	
	Sunction catheter size 16		1s		
439	OXYGEN MASKS ADULT		10'S	1	
450	OXYGEN MASK PAED REBREATHING		10'S	1	
451	URINARY CATHETER #16		10'S	1	
452	ELEPHANT EAR SYRINGE		1'S	1	
453	INFRA-RED THERMOMETERS		1'S	1	
454	INSULIN SYRINGES		1'S	1	
455	AUTOCLAVE TAPE		1'S	1	
456	BIN LINERS (BLACK ,MEDIUM		100'S	1	
457	BIN LINERS RED MEDIUM		100s		
458	BIN LINERS YELLOW MEDIUM		100s		
459	DISPOSABLE VAGINAL SPECULUM		100'S	1	
460	DROPPER BOTTLES 20ML		100'S	1	
461	FIRST AID BOXES (STANDARD)		1'	1	
462	PACKAGING BAGS BROWN #2		100'S	1	
463	PACKAGING BAGS BROWN #4		100'S	1	
464	PACKAGING BAGS BROWN #6		100'S	1	
465	PACKAGING BAGS BROWN #8		100'S	1	
466	PACKAGING BAGS BROWN #12		100'S	1	
467	SHIELDEX OPA (CIDEX)		100'S	1	
468	STITCHING PACKS (COMPLETE)		1s		
469	DRESSING PACKS (COMPLETE)		1s		
470	IUCD INSERTION PACKS (COMPLETE)		1s		
471	OPSITE SPRAY		1s		
472	DIAGNOSTIC SET		1s		
473	STETHOSCOPE (LITTMAN CLASSIC)		1s		

TOTAL AMOUNT IN FIGURES.....

IN WORDS.....

Authorized signatory:.....Date.....

SECTION VII - STANDARD FORMS

Notes on the standard 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 - **Mandatory**
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents - **Mandatory**
5. **Tender Security Form:** to be completed by the tenderer - **Mandatory**
6. **Letter of Notification of Award** - to be by MMU addressed to the successful bidders
7. **FORM RB 1** - Public Procurement Administrative Review Board

Request for Review

8. **Self-Declaration Forms**
 - a) **SD1 - Non-Debarment Declaration (MANDATORY)**
 - b) **SD2 - Non-Engagement in any Corruption or Fraudulent Practice Declaration (MANDATORY)**
9. **SAMPLE SUBMISSION FORM** - to be completed by the Tenderer

7.1 FORM OF TENDER

Date _____

Tender _____

To: Vice Chancellor
Multimedia University of Kenya (MMU)
P. O. Box 15653-00503
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply and delivery of Medical Supplies** in conformity with the said Tender documents for the sum of _____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

7.2 PRICE SCHEDULE FORM

(SPECIFICATIONS FOR MEDICAL SUPPLIES)

S/NO	ITEM	BRAND NAME	UNIT OF MESAURE	UNIT PRICE	REMARKS
1					
2					
3					

Annual consumption - Medical supplies worth an estimated total amount of KES 10M

7.3 CONTRACT FORM

THIS AGREEMENT made the _____day of _____20_____between.....[Name of Multimedia University of Kenya] of[Country of Procurement entity](hereinafter called “Multimedia University of Kenya”) of the one part and[Name of Tenderer] of[City and Country of Tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS Multimedia University of Kenya invited tenders for certain goods and has accepted a tender for the supply of those goods in the sum of.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figures]

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) Multimedia University of Kenya’s Notification of award.
3. In consideration of the payments to be made by the Multimedia University of Kenya to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Multimedia University of Kenya to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Multimedia University of Kenya hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 Multimedia University of Kenya)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

7.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

s.33

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.

	<p>Part 1 General</p> <p>1) Business Name.....</p> <p>2) Location of Business Premises Plot No,..... Street/Road.....</p> <p>3) Postal Address..... Tel No..... Fax Email.....</p> <p>4) Nature of Business.....</p> <p>5) Registration Certificate No.....</p> <p>6) Maximum value of business which you can handle at any one time - Kshs.....</p> <p>7) Name of your Bankers.....</p> <p>8) Branch.....</p>																				
	<p>Part 2 (a) - Sole Proprietor</p> <p>1) Your name in full.....Age.....</p> <p>2) Nationality.....Country of Origin.....</p> <p>3) Citizenship details.....</p>																				
	<p>Part 2 (b) - Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) - Registered Company</p> <p>1) Private or Public</p> <p>2) State the nominal and issued capital of company</p> <p>3) Nominal Kshs.</p> <p>4) Issued Kshs.</p> <p>5) Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

7.5 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

 [signature of the bank]
 (Amend accordingly if provided by Insurance Company)

7.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.7 LETTER OF NOTIFICATION OF AWARD

Address of Multimedia University of Kenya

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.8

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Multimedia University of Kenya*)

Request for review of the decision of the..... (*Name of Multimedia University of Kenya*) of.....dated the.....day of.....20.....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

7.9 FORM SD1

(r.47)

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 mentioned to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

(Date)

Bidder Official Stamp

7.10 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 mentioned to hereinabove is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

7.11 SAMPLE SUBMISSION FORM

TENDER NO			DESCRIPTION OF GOODS			CLOSING DATE		
			SUPPLY&DELIVERY OF PHARMACEUTICALS					
Sample Registration No	Date of Receipt of Sample	Catalogue, Part or Reference No	Description of Sample	Quantity	Name of Candidate	Received by (name/signature)	Date Returned to Candidate	Name, signature & ID No of Candidate