



OPEN NATIONAL TENDER (ONT)

Tender Document

For

**PROVISION OF TRANSPORT SERVICES FOR ESSENTIAL MEDICAL AND
PROGRAM COMMODITIES TO VARIOUS COUNTIES/HEALTH FACILITIES
COUNTRY WIDE FOR FY 2023/2026**

Invitation for Tender (IFT) Number:

KEMSA/ONT22/2023-2024

**Tender Closing date: 28th February 2024
Time: 10.00 AM**

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INVITATION TO TENDER

PROCURING ENTITY: Kenya Medical Supplies Authority, 13 Commercial Street, Industrial Area P.O Box 47715-00100, Nairobi Tel No: +254 719033000/ +254 726618520/1
Email: procure@kemsa.co.ke

**Contract Name and Description: KEMSA/ONT22/2023-2026– PROVISION OF
TRANSPORT SERVICES FOR ESSENTIAL MEDICAL AND PROGRAM
COMMODITIES TO VARIOUS COUNTIES/HEALTH FACILITIES COUNTRY WIDE
Date 13th February, 2024**

1. The Kenya Medical Supplies Authority (KEMSA) has set aside funds for use in the provision of Transport services during the financial year 2023-2024. It is intended that part of the proceeds of the funds shall be used to cover eligible payments under contracts for provision of Transport Services.
2. Bidding shall be conducted through the procedures specified in the Public Procurement and Asset Disposal Act (PPADA) 2015 and restricted to invited bidders.
3. You are hereby invited to submit a bid for the **PROVISION OF TRANSPORT SERVICES FOR ESSENTIAL MEDICAL AND PROGRAM COMMODITIES TO VARIOUS COUNTIES/HEALTH FACILITIES COUNTRY WIDE** for the distribution points listed below and detailed price schedule in **Section XXX**.

Tender Number	Tender Description
KEMSA/ONT22/2023-2026	Transport Services to and from various Counties countrywide as described here below: <ol style="list-style-type: none">i. Delivery to and from KEMSA Nairobi to various Health Facilities/Counties Countrywide.ii. Delivery to and from KEMSA Kisumu Regional Distribution Centre to various Health Facilities/Counties within the region.

4. Interested eligible bidders may download a complete set of tender documents from the KEMSA Website www.kemsa.co.ke and /or PPIP Portal: <https://tenders.go.ke>.

Documents downloaded are free of charge and bidders are advised to register at the Procurement Office or via email at procure@kemsa.co.ke. (Refer to registration form in the tender document)

5. Completed serialized/paginated bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and Description and accompanied by an original bid security of an amount of **Kes. 3,600,000.00 (Kenya shillings Three Million, Six hundred thousand only)** or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies approved by the Insurance Regulatory Authority (IRA) and (Listed by Public Procurement Regulatory Authority). and should be addressed to:

Ag. Chief Executive Officer
Kenya Medical Supplies Authority
13 Commercial Street, Industrial Area
P. O. Box 47715 Nairobi, Kenya
Tel: 254 20 3922000/537670/1/2/3
Email: procure@kemsa.co.ke

And **MUST BE DEPOSITED** in the Tender Box No. 1 marked GOK/ World Bank at the Reception on the Ground Floor KEMSA Commercial Street Office in Nairobi on or before **10.00 am** on **28th February, 2024**.

6. Bids shall be opened promptly in public and in the presence of Bidders and their representatives who choose to attend in the opening at **KEMSA bids' opening conference Hall at 10:00am**
7. **Late bids, Electronic Bids, Bids not opened in and not read out in public at the bid opening ceremony shall not be accepted for evaluation irrespective of the circumstances.**

REGISTRATION FORM

**Tender No. KEMSA/ONT22/2023-2026– PROVISION OF TRANSPORT SERVICES FOR
ESSENTIAL MEDICAL AND PROGRAM COMMODITIES TO VARIOUS
COUNTIES/HEALTH FACILITIES COUNTRY WIDE NOTE:**

Please provide your details below for purposes of communication in case you download
this tender document from PPIP or KEMSA website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

KRA Pin

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

procure@kemsaco.ke

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

- 2.1 The terms:
- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer shall be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion shall be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs shall be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

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

- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

1. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

8 Pre-Tender Meeting

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference shall be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit shall be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, shall be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting shall not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity shall respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

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

12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
- a **Form of Tender** prepared in accordance with ITT 14;
 - b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
 - c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
 - d **Alternative Tender:** if permissible in accordance with ITT 15;
 - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
 - i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect shall be included **in the TDS** and the method of evaluating different time schedules shall be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts shall be identified **in the TDS**, as shall the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer shall not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions
- 16.8 of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.9 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information shall enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality shall not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer shall be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender shall be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer shall be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award shall be set aside, pending the outcome of (iii),
 - iii) The tenderer shall be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 shall ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
 - if the successful Tenderer fails to:
 - sign the Contract in accordance with ITT 46; or
 - Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL "information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
 - b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
 - b) Bear the name and address of the Tenderer; and
 - c) Bear the name and Reference number of the Tender.
- 23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* shall assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely shall not be accepted.
- 24 Deadline for Submission of Tenders**
- 24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

- 25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

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

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

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

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

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 The Procuring Entity shall prepare a cord of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

28 Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

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

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

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

30 Deviations, Reservations, and Omissions

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

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

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

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

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

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

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

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

31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

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

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

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

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

33 Conversion to Single Currency

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

34 Margin of Preference and Reservations

- 34.1** Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it shall be indicated in the **TDS**.
- 34.2** Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation shall be open to all tenderers.

35 Evaluation of Tenders

- 35.1** The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2** In evaluating the Tenders, the Procuring Entity shall determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
 - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
 - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3** The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4** In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract shall be evaluated in accordance with ITT
- 35.5** The methodology to determine the lowest evaluated tenderer or tenderers based on lot (contract) or based on a combination of lots (contracts), shall be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer shall be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

- 36.1** The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 Qualification of the Tenderer

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

- 43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:
 - a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
 - d) the expiry date of the Stand still Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

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

49 Adjudicator

- 49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	KEMSA/ONT22/2023-2024 KENYA MEDICAL SUPPLIES AUHTORITY PROVISION OF TRANSPORT SERVICES
ITT 1.2(a)	<i>Not Applicable</i>
ITT 2.2	The Intended Completion Date SHALL BE STATED IN THE CONTRACT
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: N/A
ITT 3.4	The firms that provided consulting services NONE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: 3
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference <u>shall not be held.</u> (b) A pre-arranged pretender visit of the site of the works visit <u>shall not be held.</u>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than 7 days to closing date of the tender.
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website _____ <i>Not Applicable</i>
ITT 9.1	The Tenderer shall submit any request for clarifications in writing at the address The Ag. Chief Executive Officer Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya i) E- mail: procure@kemsa.co.ke to reach the Procuring Entity not later than 7 days to closing date of the tender ii) The Procuring Entity shall publish its response promptly at the website. The Procuring Entity shall also promptly publish response at the website
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted]</i>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<i>with the Tender] refer to evaluation criteria on pages 32 to 36</i>
	Other documents required are: <i>refer to evaluation criteria on pages 32 to 36</i>
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion _____ <i>[insert “shall be” or “shall not be”]</i> permitted. If permitted, the range of acceptable completion time is: _____ . NOT APPLICABLE If alternative times for completion are permitted, the evaluation method shall be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: _____ <i>[insert parts of the Services]:</i> <i>[If alternative technical solutions are permitted, the evaluation method shall be as specified in Section III, Evaluation and Qualification Criteria.]</i>
ITT 16.7	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 150 <i>days that is a multiple of seven counting as of the deadline for Tender submission]</i> days.
ITT 21.1	A Tender Security shall be required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kes. 3,600,000.00 .
ITT 21.3 (a)	The Contract price shall be adjusted by _____ %. Not applicable
ITT 22.1	In addition to the original of the Tender, the number of copies is: 1
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>A written Power of Attorney</i>
	D. Submission and Opening of Tenders
ITT 24.1	For Tender submission purposes only, the Procuring Entity’s address is: Kenya Medical Supplies Authority, 13 Commercial Street P.O Box 47715-00100, Nairobi Tel No: 254 20 3922000/ 0719033000/ 0733606600 Email: procure@kemsa.co.ke ; Attention: <i>Ag. Chief Executive Officer</i>
ITT 27.1	The Tender opening shall take place at: Kenya Medical Supplies Authority, 13 Commercial Street, Procurement Offices, at the Tender Opening Hall Date: Wednesday 28th February, 2024 Time: <i>10:00 am</i>
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed and signed by 3

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	representatives of the Procuring Entity conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 31.7	comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the _____ (<i>insert "average" or "highest"</i>) price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. NOT APPLICABLE
ITT 33.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shilling.</p> <p>The source of exchange rate shall be: The Central bank in Kenya.</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p>
ITT 34.1	Margin of preference not allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations: -Transport Firms only
ITT 35.4	Tenderers shall be allowed to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
Qualification of the Tenderer	
ITT 39.1	The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
F. Award of Contract	
ITT 49.1	The Adjudicator proposed by the Procuring Entity is _____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____. NOT APPLICABLE
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p style="padding-left: 40px;">The Ag. Chief Executive Officer Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya E- mail: procure@kemsaco.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.
- 1.3 **Evaluation and contract award Criteria**
The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria,(ii)has been determined to be substantially responsive to the Tender Documents, and(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity shall start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination shall be considered non- responsive and shall not be considered further.

3 Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)-(d) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 15.2, shall be evaluated as follows:

.....

- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, shall be evaluated as follows:.....
.....
- iii) **Other Criteria**; if permitted under ITT 35.2 (e):
.....

4 Multiple Contracts

Multiple contracts shall be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity shall select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer shall be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender shall be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer shall be awarded the combination of Lots for which the tenderer qualifies and the others shall be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity shall consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders shall then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5 Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 13.1, shall be evaluated as follows:
The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6 MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

- 6.1 If the TDS so specifies, the Procuring Entity shall grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of

foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

- 6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
- i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7 Post qualification and Contract award (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____.
 - ii) Minimum average annual construction turnover of Kenya Shillings_____ [insert amount], equivalent calculated

as total certified payments received for contracts in progress and/or completed within the last _____[insert of year] years.

- iii) At least _____(insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as _____
- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable] _____
- vi) Other conditions depending on their seriousness.

a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last____(specify years). The required information shall be furnished in the appropriate form.

b) **Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation shall be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(Specify years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

EVALUATION CRITERIA

SECTION A: PRELIMINARY EVALUATION

No.	Description	Yes/No
MR1	Certificate of Registration/Incorporation with Registrar of Companies. (Mandatory) .	
MR2	Valid tax compliance certificate issued by Kenya Revenue Authority (KRA). (Mandatory) .	
MR3	Evidence of Compliance to NSSE, NHIF, WIBA (<i>Must attach valid Compliance Certificates stamped by issuing authority</i>). (Mandatory) .	
MR4	Tender security of Kes. 3,600,000.00 from a local commercial bank valid for 150 days from the date of tender opening. (Mandatory) .	
MR5	Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3..... n where n is the last page). (Mandatory) .	
MR6	<p>Tender form (on a letterhead showing the tenderers complete name and business address) duly completed and signed. <i>The Form of Tender shall include the following Forms duly completed and signed by the Tenderer or authorized representative (attach power of attorney where applicable)</i></p> <ul style="list-style-type: none"> <i>i. Tenderer's Eligibility-Confidential Business Questionnaire (Mandatory).</i> <i>ii. Certificate of Independent Tender Determination. (Mandatory).</i> <i>iii. Self-Declaration of the Tenderer:</i> <ul style="list-style-type: none"> (a) Duly completed and signed self-Declaration that the person/ tenderer is not debarred in the matter of the PPADA 2015 (Mandatory). (b) Duly completed and signed self-Declaration that the person/ Tenderer shall not engage in any corrupt/ fraudulent practice (Mandatory). (c) Duly completed and signed declaration and commitment to the code of ethics (Mandatory). 	
MR7	Method of Work Must submit Manuals and Procedures, Work Instructions, Checklists. (Mandatory) .	
	NOTE: ONLY BIDDERS WHO PASS THE MANDATORY STAGE SHALL PROCEED TO THE TECHNICAL EVALUATION STAGE.	

SECTION B: TECHNICAL EVALUATION

Requirements	MET/NOT MET
<p>1) Proof of ownership of at least: -</p> <ul style="list-style-type: none"> • 15 vehicles of between 7- 15 tons • 5 Vehicles of 3 tons • 3 cold chain vehicles (<i>attach a calibration certificate for each</i>) <p>at “bid” date (<i>certified copies of log books to be provided for all vehicles, Vehicles to be registered under company name, company directors or Joint ownership proof</i>).</p>	
<p>(2) Management Capacity, Experience and Statutory compliance: Demonstration of management capacity (and all subcontractors (if applicable) and experienced management team and structure, relevant support capabilities (including back-office services, good warehouse /transport practices, customer service) and fleet management capabilities. <i>-Management structure/organogram</i> - Managing Director- A degree in Business Management or related Course with 10 years’ experience. (<i>Attach a copy of appointment letter if the director is not listed in CR12/13</i>) -Manager – A degree/diploma in supply chain or operations or related course with 5 years’ experience -Supervisor-A diploma/certificate in Business Management or related Course with 2 years’ experience. <i>(Provide CV, certified copies of academic certificates and appointment letters)</i></p>	
<p>(3) Demonstration of ramp-up ¹(period from award to contract engagement) and operational plans for contract execution. (<i>Operational office, mobilization /execution plan</i>)</p>	
<p>(4) Relevant experience in: a) Distributing / transporting HPTs including cold chain items. (<i>Copies of contracts awarded/LPOs for the last 3 years of at least 50 million per annum.</i>) b) Experience in last mile (including rural based health facilities) distribution of HPTs (HPTs) or Fast-Moving Consumer goods (FMCG) /HPTs c) Bidders to demonstrate good warehousing/ distribution practices, (<i>provide evidence of certification for HPTs handling from recognized institution in Kenya or abroad i.e. pharmacy and poisons board or its equivalent</i>).</p>	
<p>(6) Demonstration of experience with GPS and fleet tracking management tools (<i>Give current certificates/ proof of the same</i>).</p>	
<p>7) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (<i>Cashflows for at least 3 months or a letter of credit from a reputable bank</i>) The audited financial statements for the last 3 years. (<i>Must be certified by the accredited/ registered auditor page by page</i>)</p>	

NB: Due diligence shall be undertaken as part of post qualification process to verify any information given by the bidding firms.

SECTION C. FINANCIAL EVALUATION STAGE

Bidders who are Successful at technical stage shall have their prices compared and the lowest responsive bidder recommended for award of a (Three) 3 years' contract.

SECTION 15: SAMPLE OF VEHICLE / DRIVER CHECKLIST

The items below in the vehicle/driver checklist shall be verified each time the transport carrier arrives at KEMSA awaiting commodities for shipment.

No vehicle shall be allowed to load HPTs where there is non-compliance of any of the requirements as listed in the checklist.

Driver / Vehicle Checklist

Driver: (Driver Name: _____ vehicle NO. _____

Driver Requirement	Yes	No
Legally licensed in Kenya		
Appears capable of driving (Sober, healthy and a wake).		
In company uniform and clean		

Statutory Requirement	Yes	No
Valid vehicle registration		
Valid vehicle insurance		
Vehicle Requirement	Yes	No
Truck with covered body		
Demonstrate up to date maintenance plan (cross check odometer)		
Trucks clean, dry, and free of waste/rubbish		
Headlamps and taillights are all fully functioning		
Safety harnesses / seatbelts present and functioning		
Accident/Emergency kit (i.e., triangles) present		
Starter kit (i.e., jumper cables) present		
Spare wheel with jack present		
The refrigeration system is functional for cold chain transportation		
Temperatures are monitored for cold chain transportation		
Installation of Active GPS tracker system		

KEMSA Dispatch Officer - Name: _____ Signature: _____
Date: _____

Quality Assurance Officer - Name: _____ Signature: _____
Date: _____

Driver - Name _____ Signature _____ Date _____

Vehicle ACCEPTED or REJECTED (Comments):

**Signed copy kept with Dispatch department (KEMSA)*

Each quarter, the transport carrier shall be required to demonstrate (via mail) to KEMSA a valid “HPTs in transit” insurance cover.

SECTION 16: SERVICE LEVEL AGREEMENT (SLA)

Section 1. Purpose of the Service Level Agreement

1.1 The intention of the Service Level Agreement (SLA) is to define the working relationship between the contracting parties by

- Identifying the services to be delivered;
- Spelling out duties and responsibilities;
- Detailing performance indicators, measurement and reporting;
- Providing a framework for clear working understanding;
- Reducing areas of conflict;
- Encouraging dialogue in case of disputes;
- Simplifying the processes;
- Eliminating unrealistic expectations.

Section 2. Parties Covered by the Agreement

2.1 The parties covered by this agreement are:

Service Provider: “Transport Carrier XX”

Client: Kenya Medical Supplies Authority (KEMSA)

2.2 The Distribution Manager of KEMSA shall be the officer responsible for ensuring that the conditions of this Agreement are observed by the staff and management of KEMSA and the vendor.

Section 3. Scope of Services Covered by the Agreement

3.1 The Kenya Medical Supplies Authority (KEMSA) is generally responsible for the distribution of HPTs to public health facilities on behalf of the Ministry of Health (MoH) of the Government of Kenya and other stakeholders.

3.2 “Transport Carrier XX” acts as a transport service provider on behalf of KEMSA for purposes of transport and delivery of HPTs to public health facilities. This agreement defines the respective responsibilities of both KEMSA and “Transport Carrier XX” in the areas mentioned in 1.1 above.

Section 4. Management of the Agreement

4.1 The Distribution Manager shall oversee and manage this contract. His/her responsibilities shall be to ensure efficient performance of the contract which includes investigating consistent failures to meet service level agreements. He/she will also conduct quarterly review of the terms of the agreement to ensure that the contract continues to meet the changing needs of KEMSA.

Section 5. Key Performance Indicators (KPIs):

5.1 The intention of the Service Level Agreement (SLA) is to explain the responsibilities of each of the parties in the following areas:

- Vehicle Availability
- On-Time Delivery
- Return of Proof of Delivery (POD)
- Electronic Proof of Delivery (e-POD) App utilization
- Vehicle visibility

The Key Performance Indicators (below) shall indicate the agreement made between KEMSA and each individual transport carrier. Each of the areas indicated shall be tracked and monitored on a quarterly basis.

KPI	Performance Target	Average Minimum Threshold	Individual Threshold	Penalties	Process Owner	Monitoring Technique	Reporting Frequency
Vehicle Availability	Vehicle arrives at KEMSA on or before requested appointment time	80%	100%	If average of all FIVE metrics is lower than the 80.00% threshold (per Quarter) First Offense: Warning; Second Offense: Warning, Third Offense: Contract Termination.	Transporter	Measure time of arrival corresponding to appointment time request	Quarterly
On-Time Delivery	Deliveries are made within two (2) days to hospitals and KEMSA depots, and PHFs deliveries are completed within five (5) working days. Special consideration shall be given to hard-to-reach areas-Five (5) and Seven (7) days shall apply for Hops and PHFs respectively.		100%		Transporter	Measure time taken from dispatch to the time of delivery	Quarterly
Return of Proof of Delivery (POD)	POD is returned to KEMSA within five (5) working days after completion of delivery		100%		Transporter	Measure time taken after completion of delivery of HPTs to receipt of POD at	Quarterly

						KEMSA	
Electronic Proof of Delivery (e-POD) utilization	Uploading of real-time data upon receipt of HPTs by the facilities		100%		Transporter	Time taken to upload e-POD after receipt of HPTs at facilities.	Quarterly
Vehicle visibility	Visibility of HPTs in transit		100%		Transporter	Measure of visibility of vehicles in transit	Quarterly

SECTION 6. CHANGES TO THIS AGREEMENT

6.1 Any changes to the service levels specified in this agreement will be subject to agreement by both parties. The exception to this will be changes resulting from issues beyond the control of either party.

6.2 In the event that a change is requested, the Distribution Manager will co-ordinate meetings between the relevant management staff from both Transporter and KEMSA. Once an agreement has been reached, an addendum to the agreement shall be prepared and implemented accordingly.

B --SECURITY OF HPTS IN TRANSIT

1.1 The intention of the Service Level Agreement (SLA) is to explain the responsibility in the following areas:

- Insurance for commodities
- Loss or damage in transit
- Recovery

The transporter shall provide transport services to KEMSA but throughout the process the ownership of the goods remains with KEMSA.

The transporter is required to ensure the safety of goods under their care and insure them against all risks while in their custody with a proper "cover". In addition, this cover needs to be demonstrated on a quarterly basis with an official letter sent by the transporter to

KEMSA Procurement department and a copy shared with Distribution department.

The transporter shall be liable and shall fully pay KEMSA for any claims for goods lost or damaged while in their possession.

SECTION 7: GPS REQUIREMENTS

7.1 All vehicles engaged for transportation of HPTs from KEMSA warehouses should have GPS transmitters on board. The transporter shall ensure that KEMSA has visibility of all vehicles engaged for transportation at all times. This requirement shall also be applicable to sub-contracted vehicles used by outsourced carriers as well. Acquisition and maintenance cost of the tracking devices is the responsibility of the transporter.

7.2 The Authority shall install an electronic Padlock on the transporter's delivering vehicle. The transporter's crew shall be responsible for managing the device while in transit and shall be held liable for damage or loss of the device.

SECTION 8: E-POD APP UTILIZATION

The transporter shall equip their drivers with smartphones which KEMSA shall install the e-POD app to ensure real-time upload of delivered HPTs.

PERFORMANCE

The Procuring Entity shall employ a transporter performance measurement tool with detailed performance indicators to measure the performance of contracted transporters. Transporters with recorded unsatisfactory past performance of less than 80% shall be issued with a contract termination notice and shall not be recommended for award of subsequent transport tenders.

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

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

ITT No.: _____ [insert number of ITT process]

Alternative No.: _____ [insert identification No

if this is a Tender for an alternative] To: [insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: [Insert one of the options below as appropriate]

Option1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the

respective currencies];

Or

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

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below:
[*Specify in detail the method that shall be used to apply the discounts*];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];
- l) **Commissions, gratuities and fees:** We have paid, or shall pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, r gratuity*].

Name of Recipient	Address	Reason	Amount

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

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____(specify website) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i) Tenderer's Eligibility; Confidential Business Questionnaire-to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination-to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer-to declare that we shall, if awarded a contract, not engage in any form of fraud and

corruption.

- iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

Name of the Tenderer:..... *[insert complete name of person signing the Tender]

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

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

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

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

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/ Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____
 Nationality _____ Country of Origin _____
 Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm?

Yes/No.....

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____

Title _____

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

iii) SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/
2. 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.
3. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.
4. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER SHALL 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 shall 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 shall not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/ Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

iv) **APPENDIX 1-FRAUD AND CORRUPTION**

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive he procuring entity of the benefits of free and open competition.
 - d) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - e) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;
 - f) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect²all accounts, records and other

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

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

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2. TENDERER INFORMATION FORM

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

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

ITT No.:..... *[insert number of Tendering process]*

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

1. Tenderer's Name:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information
Name:*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
i) Legal and financial autonomy
ii) Operation under commercial law
iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3 TENDERER'S JV MEMBERS INFORMATION FORM

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

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

ITT No.: *[insert number of Tendering process]*

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

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

FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]

Beneficiary:_____

Request for Tenders No:

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2-Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

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

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

TENDER-SECURING DECLARATION FORM

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

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

Tender No.:.....[insert number of tendering process]

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

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

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

Signed:.....

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

Name:

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

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

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position shall be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position shall be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position shall be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position shall be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position shall be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

9. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details		
	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

DECLARATION

I, the undersigned.....[insert either "Contractor's Representative" or "Key Personnel" as applicable], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____ [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10 FORM ELI -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

11. FORM ELI -1.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

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

12. FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

13. FORM FIN – 3.1:

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required above ; and complying with the requirements

²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Average Annual Construction Turnover

Tenderer's Name: _____ Date: _____ JV Member's Name _____

_____ ITT No. and title: _____

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

15. FORM FIN-3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		

16. FORM

17. MFIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

18. FORM EXP-4.1

General Construction Experience

Tenderer's Name: _____ Date: _____ JV

Member's Name _____ ITT No. and title: _____ Page
_____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

19. FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name:_____ Date:_____ JV Member's Name__

_____ ITT No. and title:_____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/ fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of				

Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

20. FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name:_____ Date:_____ Tenderer's JV Member

Name:_____ Sub-contractor's Name³ (as perITT35):

_____ ITT No. and title:_____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One:_____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Procuring Entity's Name:				

	Information
Address: Telephone/fax number E-mail:	

³*If applicable*

2 Activity No. Two 3.....

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

PRICE SCHEDULE FORM

NAIROBI REGION 2 (15 COUNTIES)

DELIVERIES FROM NAIROBI TO HEALTH FACILITIES COUNTRY WIDE (15 COUNTIES)

BARINGO COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
BARINGO COUNTY								
K3001	BARINGO CENTRAL SUB COUNTY	BARINGO	BARINGO CENTRAL	313				
K3003	EAST POKOT SUB COUNTY	BARINGO	BARINGO CENTRAL	257				
K3004	KOIBATEK SUB COUNTY	BARINGO	KOIBATEK	257				
K3005	MARIGAT SUB COUNTY	BARINGO	MARIGAT	231				
K3006	MOGOTIO SUB COUNTY	BARINGO	MOGOTIO	244				
K3007	BARINGO SOUTH SUBCOUNTY	BARINGO	BARINGO CENTRAL	204				
1E+06	TIATY (EAST POKOT) SUB COUNTY	BARINGO	TIATY (EAST POKOT)	204				
K3002	BARINGO NORTH SUB COUNTY	BARINGO	BARINGO NORTH	332				
14607	BARINGO COUNTY REFFERAL HOSPITAL	BARINGO	BARINGO CENTRAL	313				

17352	BARNET MEMORIAL HOSPITAL	BARINGO	BARINGO CENTRAL	312				
20968	BEYOND ZERO CLINIC-BARINGO	BARINGO	BARINGO CENTRAL	313				
15718	TENGES SUB COUNTY HOSPITAL	BARINGO	BARINGO CENTRAL	277				
14241	BARTABWA SUB COUNTY HOSPITAL	BARINGO	BARINGO NORTH	305				
14243	BARWESSA SUB COUNTY HOSPITAL	BARINGO	BARINGO NORTH	305				
14609	KABARTONJO DISTRICT HOSPITAL	BARINGO	BARINGO NORTH	332				
14432	ELDAMA RAVINE DISTRICT HOSPITAL	BARINGO	KOIBATEK	305				
14474	EQUATOR SUB COUNTY HOSPITAL	BARINGO	KOIBATEK	305				
15174	MERCY MISSION HOSPITAL - KOIBATEK	BARINGO	KOIBATEK	362				
15725	TIMBOROA SUB COUNTY HOSPITAL	BARINGO	KOIBATEK	247				
14867	KIMALEL SUB COUNTY HOSPITAL	BARINGO	MARIGAT	390				
15137	MARIGAT CATHOLIC MISSION	BARINGO	MARIGAT	390				
15138	MARIGAT SUB DISTRICT HOSPITAL	BARINGO	MARIGAT	390				
15192	MOCHONGOI SUB COUNTY HOSPITAL	BARINGO	MARIGAT	332				
14446	EMINING SUB COUNTY HOSPITAL	BARINGO	MOGOTIO	305				
20005	MOGOTIO BARINGO SUB-COUNTY HOSPITAL	BARINGO	MOGOTIO	231				
15707	TANGULBEI SUB COUNTY HOSPITAL	BARINGO	TIATY EAST	231				
14321	CHEMOLINGOT SUB DISTRICT HOSPITAL	BARINGO	TIATY WEST (EAST POKOT)	305				
14979	KOLOWA SUB COUNTY HOSPITAL	BARINGO	TIATY WEST (EAST POKOT)	390				
SUB – TOTAL HOSPITAL								

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
BARINGO	28	235	263	6012	

BARINGO COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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ELGEYO MARAKWET COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
ELGEYO MARAKWET COUNTY								
K2801	KEIYO NORTH SUB COUNTY	ELGEYO MARAKWET	KEIYO NORTH	294				
K2802	KEIYO SOUTH SUB COUNTY	ELGEYO MARAKWET	KEIYO SOUTH	388				
K2803	MARAKWET EAST SUB COUNTY	ELGEYO MARAKWET	MARAKWET EAST	408				

K2804	MARAKWET WEST SUB COUNTY	ELGEYO MARAKWET	MARAKWET WEST	392				
14586	ITEN COUNTY REFERRAL HOSPITAL	ELGEYO MARAKWET	KEIYO NORTH	393				
15703	TAMBACH SUB- COUNTY HOSPITAL	ELGEYO MARAKWET	KEIYO NORTH	355				
14680	KAMWOSOR SUB- COUNTY HOSPITAL	ELGEYO MARAKWET	KEIYO SOUTH	357				
14776	KAPTARAKWA SUB DISTRICT.HOSPITAL	ELGEYO MARAKWET	KEIYO SOUTH	357				
14961	KOCHOLWO SUB DISTRICT HOSPITAL	ELGEYO MARAKWET	KEIYO SOUTH	281				
14385	CHESOI SUB COUNTY HOSPITAL	ELGEYO MARAKWET	MARAKWET EAST	407				
14386	CHESONGOCH MISSION HOSPITAL	ELGEYO MARAKWET	MARAKWET EAST	407				
15738	TOT SUB COUNTY HOSPITAL	ELGEYO MARAKWET	MARAKWET EAST	355				
14294	CHEBIEMIT DISTRICT HOSPITAL	ELGEYO MARAKWET	MARAKWET WEST	389				
14767	KAPSOWAR (AIC) HOSPITAL	ELGEYO MARAKWET	MARAKWET WEST	317				
	SUB – TOTAL HOSPITAL							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
ELGEYO MARAKWET	14	126	140	3988	

ELGEYO MARAKWET COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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TURKANA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
TURKANA COUNTY								
K2305	TURKANA SOUTH SUB COUNTY	TURKANA	TURKANA SOUTH	623				
K2304	TURKANA NORTH SUB COUNTY	TURKANA	TURKANA NORTH	908				
K2303	TURKANA EAST SUB COUNTY	TURKANA	TURKANA EAST	356				
K2302	TURKANA CENTRAL SUB COUNTY	TURKANA	TURKANA CENTRAL	695				
K2301	LOIMA SUB COUNTY	TURKANA	LOIMA	720				
K2307	KIBISH SUB COUNTY	TURKANA	KIBISH	968				
14643	KAIKOR SUB COUNTY HOSPITAL	TURKANA	KIBISH	900				
20826	LORUGUM SUB COUNTY HOSPITAL	TURKANA	LOIMA	682				
25423	KANAMKEMER SUB COUNTY HOSPITAL	TURKANA	TURKANA CENTRAL	648				
15049	LODWAR COUNTY REFERRAL HOSPITAL	TURKANA	TURKANA CENTRAL	695				
20966	TURKANA COUNTY BEYOND ZERO CAMPAIGN MOBILE CLINIC	TURKANA	TURKANA CENTRAL	695				
14436	ELELEA SUB COUNTY HOSPITAL	TURKANA	TURKANA EAST	480				
14699	KAPEDO SUB-COUNTY HOSPITAL	TURKANA	TURKANA EAST	356				
21316	LOKORI SUB COUNTY HOSPITAL	TURKANA	TURKANA EAST	462				
15062	LOKITAUNG SUB COUNTY HOSPITAL	TURKANA	TURKANA NORTH	908				

14818	KATILU SUB COUNTY HOSPITAL	TURKANA	TURKANA SOUTH	595				
21345	LOKICHAR SUB COUNTY HOSPITAL	TURKANA	TURKANA SOUTH	623				
25412	AMMUSAIT GENERAL HOSPITAL	TURKANA	TURKANA WEST	770				
14655	KAKUMA MISSION HOSPITAL	TURKANA	TURKANA WEST	721				
21335	KAKUMA SUB COUNTY HOSPITAL	TURKANA	TURKANA WEST	721				
15081	LOPIDING SUB COUNTY HOSPITAL	TURKANA	TURKANA WEST	944				
	SUB TOTAL – HOSPITALS							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
TURKANA	21	236	257	7147	

TURKANA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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WEST POKOT COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
WEST POKOT COUNTY								
K2403	POKOT SOUTH SUB COUNTY	POKOT SOUTH	POKOT SOUTH	435				
K2402	POKOT CENTRAL SUB COUNTY	POKOT CENTRAL	POKOT CENTRAL	504				
K2405	POKOT NORTH SUB COUNTY	NORTH POKOT	NORTH POKOT	447				
K2401	NORTH POKOT SUB COUNTY	NORTH POKOT	NORTH POKOT	447				
14634	KACHELIBA DISTRICT HOSPITAL	WEST POKOT	NORTH POKOT	447				
15564	SIGOR SUB DISTRICT HOSPITAL (WEST POKOT)	WEST POKOT	POKOT CENTRAL	504				
14330	CHEPARERIA SUB DISTRICT HOSPITAL	WEST POKOT	POKOT SOUTH	435				
15446	ORTUM MISSION HOSPITAL	WEST POKOT	POKOT SOUTH	478				
14701	KAPENGURIA DISTRICT HOSPITAL	WEST POKOT	WEST POKOT	432				
21006	WEST POKOT COUNTY BEYOND ZERO MOBILE CLINIC	WEST POKOT	WEST POKOT	432				
	SUB –TOTAL – HOSPITALS							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
WEST POKOT	10	157	167	2797	

WEST POKOT COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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NAKURU COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NAKURU COUNTY								
1E+06	SUBUKIA SUB COUNTY	NAKURU	SUBUKIA	220				
1E+06	NAKURU WEST SUBCOUNTY	NAKURU	NAKURU WEST	174				
K3206	NAKURU NORTH SUB COUNTY	NAKURU	NAKURU NORTH	182				
1E+06	NAKURU EAST SUB COUNTY	NAKURU	NAKURU EAST	163				
K3205	NAKURU SUB COUNTY	NAKURU	NAKURU	170				
K3203	MOLO SUB COUNTY	NAKURU	MOLO	231				
1E+06	KURESOI SOUTH SUBCOUNTY	NAKURU	KURESOI SOUTH	254				
1E+06	KURESOI NORTH SUB COUNTY	NAKURU	KURESOI NORTH	254				

K3201	GILGIL SUB COUNTY	NAKURU	GILGIL	130				
14511	GILGIL MILITARY REGIONAL HOSPITAL	NAKURU	GILGIL	135				
14510	GILGIL SUB DISTRICT HOSPITAL	NAKURU	GILGIL	130				
25155	ST. JOSEPH HOSPITAL	NAKURU	GILGIL	149				
15654	ST MARY'S HOSPITAL (NAIVASHA)	NAKURU	GILGIL	133				
14836	KERINGET SUB COUNTY HOSPITAL	NAKURU	KURESOI SOUTH	230				
15398	OLENGURUONE SUB DISTRICT HOSPITAL	NAKURU	KURESOI SOUTH	242				
14431	ELBURGON SUB DISTRICT HOSPITAL	NAKURU	MOLO	206				
15212	MOLO DISTRICT HOSPITAL	NAKURU	MOLO	231				
14551	FINLAYS HOSPITAL	NAKURU	NAIVASHA	175				
15004	LAKEVIEW NURSING HOME	NAKURU	NAIVASHA	108				
19139	MAI MAHIU MATERNITY AND HOSPITAL	NAKURU	NAIVASHA	70				
15241	MT LONGONOT HOSPITAL	NAKURU	NAIVASHA	74				
15250	MULEMI MATERNITY HOME	NAKURU	NAIVASHA	107				
15280	NAIVASHA SUB- DISTRICT HOSPITAL	NAKURU	NAIVASHA	101				
15466	POLYCLINIC HOSPITAL	NAKURU	NAIVASHA	176				
23568	THE KAREN HOSPITAL LIMITED(NAIVASHA)	NAKURU	NAIVASHA	107				
22682	MEDICROSS HOSPITAL	NAKURU	NAKURU	176				
18266	MEDIHEAL HOSPITAL NAKURU	NAKURU	NAKURU	172				
15287	NAKURU NURSING HOME	NAKURU	NAKURU	175				
15289	NAKURU WAR MEMORIAL HOSPITAL	NAKURU	NAKURU	176				
21906	NAKURU WEST CENTRAL STORE	NAKURU	NAKURU	170				

15637	ST ELIZABETH NURSING HOME	NAKURU	NAKURU	177				
15686	SUNRISE EVANS HOSPITAL	NAKURU	NAKURU	177				
15764	VALLEY HOSPITAL	NAKURU	NAKURU	176				
14265	BONDENI SUB COUNTY HOSPITAL (NAKURU)	NAKURU	NAKURU EAST	175				
25091	KAREN HOSPITAL- NAKURU	NAKURU	NAKURU EAST	176				
15009	LANGA LANGA SUB COUNTY HOSPITAL	NAKURU	NAKURU EAST	178				
22859	MERCY MISSION HOSPITAL ANNEX - NAKURU	NAKURU	NAKURU EAST	173				
15188	MIRUGI KARIUKI SUB COUNTY HOSPITAL	NAKURU	NAKURU EAST	172				
20061	NAIROBI WOMEN'S HOSPITAL	NAKURU	NAKURU EAST	173				
14224	BAHATI DISTRICT HOSPITAL	NAKURU	NAKURU NORTH	182				
14478	ESTHER MEMORIAL NURSING HOME	NAKURU	NAKURU NORTH	178				
22886	ALEXANDRIA CANCER CENTRE & PALLIATIVE HOSPITAL	NAKURU	NAKURU WEST	176				
24112	JOYELLEN WOMEN HOSPITAL	NAKURU	NAKURU WEST	177				
14207	NAKURU ANNEX DISTRICT HOSPITAL	NAKURU	NAKURU WEST	176				
21017	NAKURU BEYOND ZERO MOBILE CLINIC	NAKURU	NAKURU WEST	174				
15288	NAKURU PROVINCIAL GENERAL HOSPITAL	NAKURU	NAKURU WEST	174				
14426	EGERTON UNIVERSITY	NAKURU	NJORO	177				
15358	NJORO SUBCOUNTY HOSPITAL	NAKURU	NJORO	182				
23758	BETHANY HILL CREST HOSPITAL	NAKURU	RONGAI	195				
15200	SOIN (MOGOTIO) SUB COUNTY HOSPITAL	NAKURU	RONGAI	214				

14611	KABAZI SUB-DISTRICT HOSPITAL	NAKURU	SUBUKIA	181				
15678	SUBUKIA SUB-COUNTY HOSPITAL	NAKURU	SUBUKIA	220				
	SUB- TOTAL – HOSPITALS							

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COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
NAKURU	52	415	467	4305	

NAKURU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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NAROK COUNTY

TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NAROK COUNTY								
K3304	TRANS MARA WEST SUB COUNTY	NAROK	TRANS MARA WEST	318				
K3303	TRANS MARA EAST SUB COUNTY	NAROK	TRANS MARA EAST	246				
1E+06	NAROK WEST SUBCOUNTY	NAROK	NAROK WEST	183				

K3302	NAROK SOUTH SUB COUNTY	NAROK	NAROK SOUTH	183				
K3301	NAROK NORTH SUB COUNTY	NAROK	NAROK NORTH	155				
1E+06	NAROK EAST SUBCOUNTY	NAROK	NAROK EAST	150				
20990	BEYOND ZERO MOBILE CLINIC- NAROK	NAROK	NAROK NORTH	155				
15104	MAASAI NURSING HOME	NAROK	NAROK NORTH	159				
18784	MEDICATIA HOSPITAL	NAROK	NAROK NORTH	163				
15311	NAROK DISTRICT HOSPITAL	NAROK	NAROK NORTH	155				
15423	LOLULUNGA SUB DISTRICT HOSPITAL	NAROK	NAROK SOUTH	183				
25618	LIONS NGOSWANI HOSPITAL	NAROK	NAROK WEST	163				
15647	ST JOSEPH HOSPITAL	NAROK	TRANS MARA EAST	247				
14194	AKEMO NURSING HOME	NAROK	TRANS MARA WEST	159				
15068	LOLGORIAN SUB DISTRICT HOSPITAL	NAROK	TRANS MARA WEST	292				
15739	TRANSMARA DISTRICT HOSPITAL	NAROK	TRANS MARA WEST	318				
	SUB TOTAL – HOSPITALS							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
NAROK	16	175	191	2968	

NAROK COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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KIAMBU COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KIAMBU COUNTY								
K2208	LIMURU SUB COUNTY	KIAMBU	LIMURU	55				
K2207	LARI SUBCOUNTY	KIAMBU	LARI	58				
K2216	KIKUYU SUB COUNTY	KIAMBU	KIKUYU	28				
1E+06	KIAMBU SUB COUNTY	KIAMBU	KIAMBU	38				
K2215	KIAMBU WEST SUB COUNTY	KIAMBU	KIAMBU	38				
K2209	RUIRU SUB COUNTY	KIAMBU	RUIRU	30				
K2210	THIKA EAST SUB COUNTY	KIAMBU	THIKA EAST	45				
K2211	THIKA WEST SUB COUNTY	KIAMBU	THIKA WEST	35				
1E+06	THIKA TOWN SUB COUNTY	KIAMBU	THIKA TOWN	47				
K2205	KIAMBAA SUB COUNTY	KIAMBU	KIAMBAA	29				
K2214	KABETE SUB COUNTY	KIAMBU	KABETE	34				
K2204	GITHUNGURI SUB COUNTY	KIAMBU	GITHUNGURI	36				
K2202	GATUNDU SUB COUNTY	KIAMBU	GATUNDU SOUTH	55				
K2206	GATUNDU SOUTH SUBCOUNTY	KIAMBU	GATUNDU SOUTH	55				
K2203	GATUNDU NORTH SUB COUNTY	KIAMBU	GATUNDU NORTH	61				

10338	IGEGANIA SUB-DISTRICT HOSPITAL	KIAMBU	GATUNDU NORTH	43				
10233	GATUNDU LEVEL 5 HOSPITAL	KIAMBU	GATUNDU SOUTH	55				
10058	BETA CARE NURSING HOME	KIAMBU	GITHUNGURI	36				
23297	KABETE GARDENS HOSPITAL	KIAMBU	KABETE	34				
25364	LIFE POINT HOSPITAL	KIAMBU	KABETE	34				
10895	NYATHUNA LEVEL 4 HOSPITAL	KIAMBU	KABETE	34				
11170	WANGIGE SUB COUNTY HOSPITAL	KIAMBU	KABETE	34				
10507	KARURI LEVEL 4 HOSPITAL	KIAMBU	KIAMBAA	32				
10591	KIHARA SUB COUNTY HOSPITAL	KIAMBU	KIAMBAA	29				
21982	ST. ANN HOSPITAL	KIAMBU	KIAMBAA	38				
10539	KIAMBU COUNTY REFERAL HOSPITAL	KIAMBU	KIAMBU	38				
18597	MERCYLIGHT HOSPITAL	KIAMBU	KIAMBU	38				
20383	RADIANT GROUP OF HOSPITAL (KIAMBU)	KIAMBU	KIAMBU	38				
23542	ST.MARYS MOTHER & CHILD HOSPITAL (KIAMBU TOWN)	KIAMBU	KIAMBU	38				
20378	ST TERESA HOSPITAL- KIAMBU	KIAMBU	KIAMBU	38				
10603	KIKUYU (PCEA) HOSPITAL	KIAMBU	KIKUYU	27				
10666	LUSIGETTI SUB-COUNTY HOSPITAL	KIAMBU	KIKUYU	28				
25503	OAKWOOD HOSPITAL	KIAMBU	KIKUYU	28				
10518	IMMACULATE HEART HOSPITAL KEREITA	KIAMBU	LARI	58				
10602	KIJABE (AIC) HOSPITAL	KIAMBU	LARI	58				
10655	LARI HOSPITAL	KIAMBU	LARI	58				
23651	LIMURU COTTAGE HOSPITAL	KIAMBU	LIMURU	55				

10825	NAZARETH HOSPITAL	KIAMBU	LIMURU	55				
11104	TIGONI DISTRICT HOSPITAL	KIAMBU	LIMURU	55				
23031	ARISE HOSPITAL LIMITED	KIAMBU	RUIRU	30				
10162	EDDIANA HOSPITAL	KIAMBU	RUIRU	30				
22321	JUJA MODERN HOSPITAL & MATERNITY	KIAMBU	RUIRU	30				
10308	KAHAWA WENDANI HOSPITAL	KIAMBU	RUIRU	30				
18200	KALIMONI HOSPITAL (RUIRU)	KIAMBU	RUIRU	30				
17490	NAZARETH HOSPITAL (RUIRU)	KIAMBU	RUIRU	30				
18061	NEEMA HOSPITAL (RUIRU)	KIAMBU	RUIRU	30				
10974	RUIRU HOSPITAL LIMITED	KIAMBU	RUIRU	30				
10973	RUIRU SUB-COUNTY HOSPITAL	KIAMBU	RUIRU	30				
20628	AVENUE HOSPITAL THIKA	KIAMBU	THIKA TOWN	47				
22054	CARITAS COMMUNITY HOSPITAL (HOSPITAL)	KIAMBU	THIKA TOWN	47				
10349	IMMACULATE HEART OF MARY HOSPITAL	KIAMBU	THIKA TOWN	47				
21000	KIAMBU COUNTY BEYOND ZERO MOBILE CLINIC	KIAMBU	THIKA TOWN	47				
10698	MARY HELP OF THE SICK MISSION HOSPITAL	KIAMBU	THIKA TOWN	47				
10819	NAIDU HOSPITAL	KIAMBU	THIKA TOWN	47				
10765	ST MULUMBA MISSION HOSPITAL	KIAMBU	THIKA TOWN	47				
11094	THIKA LEVEL V HOSPITAL	KIAMBU	THIKA TOWN	47				
11097	THIKA NURSING HOME	KIAMBU	THIKA TOWN	47				

10378	JKUAT HOSPITAL	KIAMBU	THIKA WEST	35				
	SUB TOTAL – HOSPITAL							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
KIAMBU	58	346	404	346	

KIAMBU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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KIRINYAGA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
K2001	KIRINYAGA CENTRAL SUB COUNTY	KIRINYAGA	KIRINYAGA	119				
K2002	KIRINYAGA EAST SUB COUNTY	KIRINYAGA	KIRINYAGA	128				
K2003	KIRINYAGA NORTH SUB COUNTY	KIRINYAGA	KIRINYAGA	118				
K2004	KIRINYAGA SOUTH SUB COUNTY	KIRINYAGA	KIRINYAGA	106				
K2005	KIRINYAGA WEST SUB COUNTY	KIRINYAGA	KIRINYAGA	120				
21775	BEYOND ZERO MOBILE CLINIC (KIRINYAGA)	KIRINYAGA	KIRINYAGA CENTRAL	119				

10520	KERUGOYA COUNTY REFERRAL HOSPITAL	KIRINYAGA	KIRINYAGA CENTRAL	119				
10519	MARY IMMACULATE KERUGOYA HOSPITAL	KIRINYAGA	KIRINYAGA CENTRAL	119				
10738	MT. KENYA (ACK) HOSPITAL	KIRINYAGA	KIRINYAGA CENTRAL	119				
10565	KIANYAGA SUB COUNTY HOSPITAL	KIRINYAGA	KIRINYAGA EAST	128				
10808	MWEA MISSION(OUR LADY OF LOURDES) HOSPITAL	KIRINYAGA	KIRINYAGA NORTH	118				
10609	KIMBIMBI SUB COUNTY HOSPITAL	KIRINYAGA	KIRINYAGA SOUTH	106				
17618	SILVERCREST MEDICARE HOSPITAL	KIRINYAGA	KIRINYAGA SOUTH	106				
10994	SAGANA SUB COUNTY HOSPITAL	KIRINYAGA	KIRINYAGA WEST	127				
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KIRINYAGA	14	128	142	732				
KIRINYAGA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

LAIKIPIA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
LAIKIPIA COUNTY								
K3101	LAIKIPIA CENTRAL SUB COUNTY	LAIKIPIA	LAIKIPIA CENTRAL	216				

K3102	LAIKIPIA EAST SUB COUNTY	LAIKIPIA	LAIKIPIA EAST	194				
K3103	LAIKIPIA NORTH SUB COUNTY	LAIKIPIA	LAIKIPIA NORTH	252				
K3105	NYAHURURU SUB COUNTY	LAIKIPIA	NYAHURURU	197				
K3104	LAIKIPIA WEST SUB COUNTY	LAIKIPIA	LAIKIPIA WEST	240				
21005	BEYOND ZERO MOBILE CLINIC- LAIKIPIA	LAIKIPIA	LAIKIPIA EAST	193				
21878	CCONSOLATA MATERNITY&CHILD REN'S HOSPITAL	LAIKIPIA	LAIKIPIA EAST	203				
14553	MOTHER ANGELA HURUMA HOSPITAL	LAIKIPIA	LAIKIPIA EAST	203				
15304	NANYUKI COTTAGE HOSPITAL	LAIKIPIA	LAIKIPIA EAST	195				
15305	NANYUKI TEACHING & REFERRAL HOSPITAL	LAIKIPIA	LAIKIPIA EAST	194				
14404	DOLDOL SUB-COUNTY HOSPITAL	LAIKIPIA	LAIKIPIA NORTH	252				
14869	KIMANJO SUB-COUNTY HOSPITAL	LAIKIPIA	LAIKIPIA NORTH	265				
10089	CHARITY MEDICAL CENTRE	LAIKIPIA	LAIKIPIA WEST	215				
10294	GOOD HOPE HOSPITAL	LAIKIPIA	LAIKIPIA WEST	215				
15325	NDINDIKA SUB-COUNTY HOSPITAL	LAIKIPIA	LAIKIPIA WEST	253				
10890	NYAHURURU COUNTY HOSPITAL	LAIKIPIA	LAIKIPIA WEST	197				
10891	NYAHURURU PRIVATE HOSPITAL	LAIKIPIA	LAIKIPIA WEST	197				

15417	OLMORAN SUB-COUNTY HOSPITAL	LAIKIPIA	LAIKIPIA WEST	271				
15502	RUMURUTI SUB-COUNTY HOSPITAL	LAIKIPIA	LAIKIPIA WEST	240				
	SUB TOTAL – HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
LAIKIPIA	19	109	128	1861				
LAIKIPIA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

MURANGA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MURANG'A COUNTY								
1E+06	KANGEMA SUB COUNTY	MURANGA	KANGEMA	110				
K2101	KAHURO SUB COUNTY	MURANGA	MURANG'A SOUTH	90				
1E+06	MARANGA SOUTH SUB COUNTY	MURANGA	MURANG'A SOUTH	100				
K2104	KIHARU SUB COUNTY	MURANGA	KIHARU	89				

K2103	KIGUMO SUB COUNTY	MURANGA	KIGUMO	165				
K2107	MURANG'A WEST SUB COUNTY	MURANGA	KANGEMA	110				
K2102	KANDARA SUB COUNTY	MURANGA	KANDARA	67				
K2201	GATANGA SUB COUNTY	MURANGA	GATANGA	63				
10639	KIRWARA SUB-DISTRICT HOSPITAL	MURANGA	GATANGA	63				
10199	GAICHAJIRU CATHOLIC HOSPITAL	MURANGA	KANDARA	67				
10267	GITHUMU HOSPITAL	MURANGA	KANDARA	78				
10459	KANDARA SUB COUNTY HOSPITAL	MURANGA	KANDARA	67				
10470	KANGEMA SUB COUNTY HOSPITAL	MURANGA	KANGEMA	110				
10588	KIGUMO SUB COUNTY HOSPITAL	MURANGA	KIGUMO	165				
26902	MODERN ABERDARE VIEW HOSPITAL	MURANGA	KIGUMO	165				
22005	FAMILY HERITAGE HOSPITAL	MURANGA	KIHARU	89				
21880	MURANG'A COUNTY BEYOND ZERO CLINIC	MURANGA	KIHARU	89				
10777	MURANG'A COUNTY REFERRAL HOSPITAL	MURANGA	KIHARU	89				
10782	MURIRANJAS SUB COUNTY HOSPITAL	MURANGA	KIHARU	109				
10627	KIRIA-NI MISSION HOSPITAL	MURANGA	MATHIOYA	127				
21413	KENNETH MATIBA EYE AND DENTAL HOSPITAL	MURANGA	MURANG'A SOUTH	56				
10512	KENOL HOSPITAL	MURANGA	MURANG'A SOUTH	56				

10686	MARAGUA DISTRICT HOSPITAL	MURANGA	MURANG'A SOUTH	100				
20945	VIRGIN HOSPITAL	MURANGA	MURANG'A SOUTH	56				
	SUB TOTAL – HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
MURANGA COUNTY	24	262	286	982				
MURANGA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

NYANDARUA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NYANDARUA COUNTY								
K1806	NYANDARUA SOUTH SUB COUNTY	NYANDARUA SOUTH	NYANDARUA	100				
1E+06	OLJOROROK SUB COUNTY	OLJOROROK	NYANDARUA	164				
K1807	NYANDARUA WEST SUB COUNTY	NYANDARUA WEST	NYANDARUA	114				
K1801	KINANGOP SUB COUNTY	KINANGOP	NYANDARUA	108				

K1804	NYANDARUA CENTRAL SUB COUNTY	NYANDARUA CENTRAL	NYANDARUA	154				
1E+06	NDARAGWA SUB COUNTY	NDARAGWA	NYANDARUA	230				
1E+06	OL KALOU SUB COUNTY	OL KALOU	NYANDARUA	164				
K1803	MIRANGINE SUB COUNTY	MIRANGINI	NYANDARUA	177				
K1802	KIPIPIRI SUB COUNTY	KIPIPIRI	NYANDARUA	138				
10171	ENGINEER COUNTY HOSPITAL	NYANDARUA	KINANGOP	117				
10887	NORTH KINANGOP CATHOLIC HOSPITAL	NYANDARUA	KINANGOP	114				
10916	JM KARIUKI COUNTY MEMORIAL HOSPITAL (OLKALOU)	NYANDARUA	OL KALOU	154				
21401	NYANDARUA COUNTY BEYOND ZERO	NYANDARUA	OL KALOU	154				
	SUB TOTAL - HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
NYANDARUA	13	114	127	1086				
NYANDARUA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

NYERI COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NYERI COUNTY								
K1901	KIENI EAST SUB COUNTY	NYERI	KIENI EAST	204				
K1902	KIENI WEST SUB COUNTY	NYERI	KIENI WEST	206				
K1903	MATHIRA EAST SUB COUNTY	NYERI	MATHIRA EAST	166				
K1904	MATHIRA WEST SUB COUNTY	NYERI	MATHIRA WEST	132				
K1905	MUKURWEINI SUB COUNTY	NYERI	MUKURWEINI	139				
K1906	NYERI CENTRAL SUB COUNTY	NYERI	NYERI CENTRAL	150				
K1907	NYERI SOUTH SUB COUNTY	NYERI	NYERI SOUTH	127				
K1908	TETU SUB COUNTY	NYERI	TETU	135				
10700	MARY IMMACULATE HOSPITAL (NYERI NORTH)	NYERI	KIENI EAST	166				

10368	JAMII HOSPITAL	NYERI	MATHIRA EAST	166				
10485	KARATINA DISTRICT HOSPITAL	NYERI	MATHIRA EAST	166				
11124	TUMUTUMU (PCEA) HOSPITAL	NYERI	MATHIRA WEST	132				
10763	MUKURWEINI DISTRICT HOSPITAL	NYERI	MUKURWEINI	139				
10100	CONSOLATA MISSION HOSPITAL (MATHARI)	NYERI	NYERI CENTRAL	161				
10739	MT. KENYA SUB-DISTRICT HOSPITAL	NYERI	NYERI CENTRAL	155				
10900	NYERI HOSPICE	NYERI	NYERI CENTRAL	150				
10903	NYERI PROVINCIAL GENERAL HOSPITAL(PGH)	NYERI	NYERI CENTRAL	150				
10924	OUTSPAN HOSPITAL	NYERI	NYERI CENTRAL	150				
25045	KENYATTA NATIONAL HOSPITAL -OTHAYA	NYERI	NYERI SOUTH	135				
10922	OTHAYA SUB DISTRICT HOSPITAL	NYERI	NYERI SOUTH	135				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
NYERI	20	21	241	1890				

NYERI COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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KAJIADO COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KAJIADO COUNTY								
K3403	KAJIADO NORTH SUB COUNTY	Kajiado North	KAJIADO	29				
K3402	KAJIADO CENTRAL SUB COUNTY	Kajiado Central	KAJIADO	69				
21023	KAJIADO COUNTY BEYOND ZERO CAMPAIGN MOB CLINIC	KAJIADO	KAJIADO CENTRAL	69				
14652	KAJIADO COUNTY REFERRAL HOSPITAL	KAJIADO	KAJIADO CENTRAL	69				
24484	ATHI COMPLEX GALAXY HOSPITAL	KAJIADO	KAJIADO EAST	71				
14950	KITENGELA SUB COUNTY HOSPITAL	KAJIADO	KAJIADO EAST	32				
14204	SUCOS HOSPITAL	KAJIADO	KAJIADO EAST	40				
18084	MARIAKANI COTTAGE HOSPITAL ONGATTA RONGAI	KAJIADO	KAJIADO NORTH	27				

20827	MERIDIAN HOSPITAL KISERIAN	KAJIADO	KAJIADO NORTH	36				
18195	NAIROBI WOMEN HOSPITAL ONGATA RONGAI	KAJIADO	KAJIADO NORTH	30				
18238	NGONG RAPHA HOSPITAL	KAJIADO	KAJIADO NORTH	36				
15351	NGONG SUB COUNTY HOSPITAL	KAJIADO	KAJIADO NORTH	29				
15440	ONGATA RONGAI SUB COUNTY HOSPITAL	KAJIADO	KAJIADO NORTH	29				
21860	SINAI HOSPITAL	KAJIADO	KAJIADO NORTH	18				
15581	SINAI MOUNT HOSPITAL	KAJIADO	KAJIADO NORTH	19				
15051	LOITOKITOK SUB COUNTY HOSPITAL	KAJIADO	KAJIADO SOUTH	212				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KAJIADO	16	217	233	2251				
KAJIADO COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

MACHAKOS COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MACHAKOS COUNTY								
K1601	ATHI RIVER SUB COUNTY	MACHAKOS	ATHI RIVER	41				
K1602	KANGUNDO SUB COUNTY	KANGUNDO	KANGUNDO	85				
K1608	YATTA SUB COUNTY	YATTA	YATTA	109				
K1607	MWALA SUB COUNTY	MWALA	MWALA	95				
K1606	MATUNGULU SUB COUNTY	MATUNGULU	MATUNGULU	43				
K1605	MASINGA SUB COUNTY	MASINGA	MASINGA	80				
K1604	MACHAKOS SUB COUNTY	MACHAKOS	MACHAKOS	55				
K1603	KATHIANI SUB COUNTY	KATHIANI	KATHIANI	70				
21204	BAHATI HOSPITAL(JOSKA)	MACHAKOS	MACHAKOS	23				

24280	BASPEN SYOKIMAU COTTAGE HOSPITAL	MACHAKOS	ATHI RIVER	23				
18152	EAST AFRICA PORTLAND CEMENT COMPANY CLINIC	MACHAKOS	ATHI RIVER	23				
11936	MAVOKO LEVEL 4 HOSPITAL	MACHAKOS	ATHI RIVER	23				
17979	SHALOM COMMUNITY HOSPITAL (ATHI RIVER)	MACHAKOS	ATHI RIVER	23				
12144	KALAMA LEVEL 4 HOSPITAL	MACHAKOS	KALAMA	56				
12612	MUUMANDU HEALTH CENTRE	MACHAKOS	KALAMA	56				
12177	KANGUNDO SUB COUNTY HOSPITAL	MACHAKOS	KANGUNDO	85				
12230	KATHIANI SUB DISTRICT HOSPITAL	MACHAKOS	KATHIANI	60				
11955	BISHOP KIOKO CATHOLIC HOSPITAL	MACHAKOS	MACHAKOS	56				
22080	MACHAKOS DOCTORS' PLAZA	MACHAKOS	MACHAKOS	55				
12438	MACHAKOS LEVEL V REFERRAL HOSPITAL	MACHAKOS	MACHAKOS	55				
12602	MUTITUNI LEVEL4 HOSPITAL	MACHAKOS	MACHAKOS	55				
12730	SHALOM COMMUNITY HOSPITAL (MACHAKOS)	MACHAKOS	MACHAKOS	55				

12476	MASINGA SUB COUNTY HOSPITAL	MACHAKOS	MASINGA	80				
12637	NDITHINI LEVEL 4 HOSPITAL	MACHAKOS	MASINGA	80				
16436	KIMITI LEVEL 4 HOSPITAL	MACHAKOS	MATUNGULU	43				
12657	NGULUNI HEALTH CENTRE	MACHAKOS	MATUNGULU	43				
22753	RUAI FAMILY HOSPITAL - TALA	MACHAKOS	MATUNGULU	43				
12618	MWALA SUB COUNTY HOSPITAL	MACHAKOS	MWALA	95				
12488	MATUU DISTRICT HOSPITAL	MACHAKOS	YATTA	109				
23595	RIMAAL COMMUNITY HOSPITAL	MACHAKOS	YATTA	109				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
MACHAKOS COUNTY	31	273	304	2012				
MACHAKOS COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

NAIROBI COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NAIROBI COUNTY								
K4702	EMBAKASI EAST SUB-COUNTY	EMBAKASI EAST	NAIROBI	9				
1E+06	EMBAKASI WEST SUB COUNTY	EMBAKASI WEST	NAIROBI	9				
K4703	LANGATA SUB COUNTY	LANGATA	NAIROBI	16				
1E+06	WESTLANDS SUB-COUNTY	WESTLANDS	NAIROBI	8				
K4708	STAREHE SUB-COUNTY	STAREHE	NAIROBI	4				
1E+06	MAKADARA SUB-COUNTY	MAKADARA	NAIROBI	7				
k47110	RUARAKA SUB COUNTY	RUARAKA	NAIROBI	7				
19959	MENELIK HOSPITAL	NAIROBI	DAGORETTI NORTH	20				
23405	AGAKHAN UNIVERSITY HOSPITAL VALLEY ARCADE CLINIC	NAIROBI	DAGORETTI NORTH	17				
23204	AIC KIJABE HOSPITAL NAIROBI MEDICAL CENTRE	NAIROBI	DAGORETTI NORTH	19				
23385	BETTER LIVING HOSPITAL	NAIROBI	DAGORETTI NORTH	17				
12905	COPTIC CHURCH HOSPITAL	NAIROBI	DAGORETTI NORTH	18				
13086	MELCHIZEDEK HOSPITAL	NAIROBI	DAGORETTI NORTH	17				

13110	NAIROBI HOSPITAL	NAIROBI	DAGORETTI NORTH	17				
13117	NAIROBI WOMEN'S HOSPITAL	NAIROBI	DAGORETTI NORTH	18				
13194	NATIONAL SPINAL INJURY HOSPITAL	NAIROBI	DAGORETTI NORTH	19				
13242	UNIVERSITY OF NAIROBI DISPENSARY	NAIROBI	DAGORETTI NORTH	16				
13105	DAGORETTI (MUTUINI) SUB DISTRICT HOSPITAL	NAIROBI	DAGORETTI SOUTH	7				
13014	KAYOLE HOSPITAL	NAIROBI	EMBAKASI CENTRAL	7				
13016	KAYOLE II SUB DISTRICT HOSPITAL	NAIROBI	EMBAKASI CENTRAL	7				
17411	MAMA LUCY KIBAKI(EMBAKASI) DISTRICT HOSPITAL	NAIROBI	EMBAKASI CENTRAL	8				
18271	BRISTAL PARK HOSPITAL	NAIROBI	EMBAKASI EAST	5				
19432	MARIAKANI COTTAGE HOSPITAL UTAWALA CLINIC	NAIROBI	EMBAKASI EAST	5				
12991	PORT HEALTH SERVICES -JKIA	NAIROBI	EMBAKASI EAST	5				
22976	RADIANT GROUP OF HOSPITALS-UMOJA	NAIROBI	EMBAKASI EAST	5				
27815	TASSIA KWA NDEGE HOSPITAL	NAIROBI	EMBAKASI EAST	4				
12986	JAMII MEDICAL HOSPITAL	NAIROBI	EMBAKASI NORTH	4				
28373	NJENGA HOSPITAL	NAIROBI	EMBAKASI SOUTH	6				
13257	WENTWORTH HOSPITAL	NAIROBI	EMBAKASI SOUTH	6				
13241	UMOJA HOSPITAL	NAIROBI	EMBAKASI WEST	6				
13247	VICTORY HOSPITAL	NAIROBI	EMBAKASI WEST	6				

18769	AL AMIN NURSING HOME	NAIROBI	KAMUKUNJI	16				
22117	HAYAT HOSPITAL	NAIROBI	KAMUKUNJI	16				
13055	MADINA NURSING HOME	NAIROBI	KAMUKUNJI	16				
13095	MOI AIR BASE HOSPITAL	NAIROBI	KAMUKUNJI	14				
13096	MOTHER & CHILD HOSPITAL	NAIROBI	KAMUKUNJI	17				
20264	NAIROBI EAST HOSPITAL LTD	NAIROBI	KAMUKUNJI	17				
13156	PUMWANI MATERNITY HOSPITAL	NAIROBI	KAMUKUNJI	17				
13175	SALAMA NURSING HOME	NAIROBI	KAMUKUNJI	17				
13260	WOODSTREET NURSING HOME	NAIROBI	KAMUKUNJI	17				
21293	AGA KHAN UNIVERSITY HOSPITAL(NJIRU)	NAIROBI	KASARANI	10				
13126	NJIRU HOSPITAL	NAIROBI	KASARANI	10				
13202	ST FRANCIS COM HOSPITAL	NAIROBI	KASARANI	10				
13023	KENYATTA NATIONAL HOSPITAL	NAIROBI	KIBRA	16				
20621	KIANDA 42 HOSPITAL	NAIROBI	KIBRA	16				
13080	MBAGATHI DISTRICT HOSPITAL	NAIROBI	KIBRA	17				
13087	MEMORIAL HOSPITAL	NAIROBI	KIBRA	17				
13042	LANGATA HOSPITAL	NAIROBI	LANGATA	17				
13041	LANGATA SUB COUNTY HOSPITAL (MUGUMOINI)	NAIROBI	LANGATA	17				
20072	MELCHIZEDEK HOSPITAL KAREN	NAIROBI	LANGATA	17				

13109	MERIDIAN EQUATOR HOSPITAL	NAIROBI	LANGATA	17				
13112	NAIROBI SOUTH HOSPITAL	NAIROBI	LANGATA	12				
13115	NAIROBI WEST HOSPITAL	NAIROBI	LANGATA	14				
22844	SOUTH C HOSPITAL LIMITED (SOUTH C)	NAIROBI	LANGATA	14				
17391	ST MAC'S HOSPITAL	NAIROBI	LANGATA	14				
13218	ST. MARYS MISSION HOSPITAL - LANGATA	NAIROBI	LANGATA	19				
13004	THE KAREN HOSPITAL	NAIROBI	LANGATA	17				
19101	THE NAIROBI HOSPITAL OUT-PATIENT CENTRE	NAIROBI	LANGATA	15				
21281	THE ZAMBEZI HOSPITAL LTD	NAIROBI	LANGATA	15				
12868	AGA KHAN UNIVERSITY HOSPITAL (BURUBURU)	NAIROBI	MAKADARA	10				
12879	BAHATI HOSPITAL	NAIROBI	MAKADARA	10				
12984	JAMAA MISSION HOSPITAL	NAIROBI	MAKADARA	10				
13056	MAKADARA HOSPITAL	NAIROBI	MAKADARA	10				
13064	MARIAKANI COTTAGE HOSPITAL LTD	NAIROBI	MAKADARA	10				
13090	METROPOLITAN HOSPITAL NAIROBI	NAIROBI	MAKADARA	10				
13076	MATHARE TEACHING AND REFERRAL HOSPITAL	NAIROBI	MATHARE	17				
24073	JESSE KAY CHILDREN HOSPITAL	NAIROBI	ROYSAMBU	23				
13000	KAMITI MAXIMUM PRISON HOSPITAL	NAIROBI	ROYSAMBU	24				

24979	KENYATTA UNIVERSITY TEACHING AND REFERRAL HOSPITAL (KUTRRH)	NAIROBI	ROYSAMBU	23				
25723	MIMOSA COTTAGE HOSPITAL	NAIROBI	ROYSAMBU	23				
13205	ST JOHN HOSPITAL	NAIROBI	ROYSAMBU	24				
22938	THE MATER HOSPITAL CLINIC (TRM)	NAIROBI	ROYSAMBU	24				
28885	MAMA MARGARET UHURU HOSPITAL	NAIROBI	RUARAKA	14				
13077	MATHARE NORTH HOSPITAL	NAIROBI	RUARAKA	14				
22170	MERCYLIGHT HOSPITAL-LUCKY SUMMER	NAIROBI	RUARAKA	14				
12965	GURU NANAK HOSPITAL	NAIROBI	STAREHE	4				
19318	JUJA ROAD HOSPITAL	NAIROBI	STAREHE	4				
19316	LAD NAN HOSPITAL	NAIROBI	STAREHE	4				
13158	RADIANT PANGANI HOSPITAL	NAIROBI	STAREHE	4				
18005	SOUTH B HOSPITAL LTD	NAIROBI	STAREHE	4				
13074	THE MATER HOSPITAL MUKURU	NAIROBI	STAREHE	4				
12867	AGA KHAN HOSPITAL	NAIROBI	WESTLANDS	22				
12874	AVENUE HOSPITAL	NAIROBI	WESTLANDS	22				
12950	GERTRUDES CHILDRENS HOSPITAL	NAIROBI	WESTLANDS	22				
13098	MP SHAH HOSPITAL (WESTLANDS)	NAIROBI	WESTLANDS	19				
24563	NAIROBI ADVENTIST HOSPITAL	NAIROBI	WESTLANDS	19				

16795	NAIROBI WOMENS HOSPITAL ADAMS	NAIROBI	WESTLANDS	19				
13258	WESTLANDS HOSPITAL	NAIROBI	WESTLANDS	19				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
NAIROBI	89	590	679	290				
NAIROBI COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

PRICE SCHEDULE NAIROBI 1 REGION (9 COUNTIES)

DELIVERIES FROM NAIROBI TO HEALTH FACILITIES COUNTRY WIDE (9 COUNTIES)

SAMBURU COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
SAMBURU COUNTY								
K2503	SAMBURU NORTH SUB COUNTY	SAMBURU	SAMBURU NORTH	528				
K2501	SAMBURU CENTRAL SUB COUNTY	SAMBURU	SAMBURU CENTRAL	430				
K2502	SAMBURU EAST SUB COUNTY	SAMBURU	SAMBURU EAST	373				
15126	MARALAL DISTRICT HOSPITAL	SAMBURU	SAMBURU CENTRAL	430				
20984	SAMBURU BEYOND ZERO MOBILE CLINIC	SAMBURU	SAMBURU CENTRAL	430				
15682	SUGUTA MARMAR SUB COUNTY HOSPITAL	SAMBURU	SAMBURU CENTRAL	326				
24233	ARCHERS POST SUB COUNTY HOSPITAL	SAMBURU	SAMBURU EAST	316				
15769	CATHOLIC HOSPITAL WAMBA	SAMBURU	SAMBURU EAST	373				
15768	WAMBA SUB COUNTY HOSPITAL	SAMBURU	SAMBURU EAST	379				
14228	BARAGOI SUB DISTRICT HOSPITAL	SAMBURU	SAMBURU NORTH	528				
	SUB-TOTAL – HOSPITALS							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
SAMBURU	10	99	109	2357	
SAMBURU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX				

EMBU COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
EMBU COUNTY								
K1401	RUNYENJES SUB COUNTY	EMBU	RUNYENJES	157				
K1403	MANYATTA SUB COUNTY	EMBU	MANYATTA	142				
K1402	EMBU NORTH SUB COUNTY	EMBU	Embu North	132				
K1404	MBEERE NORTH SUB COUNTY	EMBU	Mbeere North	156				
K1405	MBEERE SOUTH SUB COUNTY	EMBU	Mbeere South	160				
19223	AGA KHAN UNIVERSITY HOSPITAL - EMBU	EMBU	MANYATTA	148				
18546	COUNTY MEDICAL CENTRE - EMBU LTD	EMBU	MANYATTA	137				

21377	EMBU COUNTY BEYOND ZERO CLINIC	EMBU	MANYATTA	132				
12004	EMBU PROVINCIAL GENERAL HOSPITAL	EMBU	MANYATTA	132				
12114	JOYKIM NURSING HOME	EMBU	MANYATTA	137				
16464	ISHIARA SUB DISTRICT HOSPITAL	EMBU	MBEERE NORTH	193				
16467	MBEERE DISTRICT HOSPITAL	EMBU	MBEERE NORTH	156				
12413	CONSOLATA KYENI HOSPITAL	EMBU	RUNYENJES	157				
12279	KIANJOKOMA SUB DISTRICT HOSPITAL	EMBU	RUNYENJES	160				
12719	RUNYENJES DISTRICT HOSPITAL	EMBU	RUNYENJES	157				
	SUB TOTAL - HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
EMBU	15	127	142	1715				
EMBU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

THARAKA NITHI COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
THARAKA NITHI COUNTY								
1E+06	CHUKA SUB COUNTY	THARAKA NITHI	CHUKA	174				
1E+06	IGAMBANG'OMBE SUB COUNTY	THARAKA NITHI	IGAMBANG'OMBE	174				
1E+06	MUTHAMBI SUB COUNTY	THARAKA NITHI	MUTHAMBI	179				
1E+06	MWIMBI SUB COUNTY	THARAKA NITHI	MWIMBI	203				
K1303	THARAKA NORTH SUB COUNTY	THARAKA NITHI	Tharaka North	225				
K1304	THARAKA SOUTH SUB COUNTY	THARAKA NITHI	Tharaka South	270				
11972	CHUKA COTTAGE HOSPITAL	THARAKA NITHI	CHUKA	174				
11973	CHUKA COUNTY REFFERAL HOSPITAL	THARAKA NITHI	CHUKA	174				
23974	CHUKA NURSING HOME	THARAKA NITHI	CHUKA	174				
12758	ST LUCY'S HOSPITAL	THARAKA NITHI	CHUKA	174				
24342	KOMAROCK HEALTHCARE-KATHWANA	THARAKA NITHI	IGAMBANG'OMBE	174				
21028	THARAKA NITHI COUNTY BEYOND ZERO MOBILE CLINIC	THARAKA NITHI	IGAMBANG'OMBE	174				
12445	MAGUTUNI DISTRICT HOSPITAL	THARAKA NITHI	MWIMBI	203				
11970	PCEA CHOGORIA HOSPITAL	THARAKA NITHI	MWIMBI	187				

23887	KIBUNGA SUB DISTRICT HOSPITAL	THARAKA NITHI	THARAKA SOUTH	270				
12769	ST ORSOLA MISSION HOSPITAL	THARAKA NITHI	THARAKA SOUTH	249				
12795	THARAKA DISTRICT HOSPITAL	THARAKA NITHI	THARAKA SOUTH	225				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
THARAKA NITHI	17	146	163	612				
COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

MERU COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MERU COUNTY								
K1210	IGEMBE CENTRAL SUB COUNTY	MERU	IGEMBE CENTRAL	278				
K1209	TIGANIA WEST SUB COUNTY	MERU	TIGANIA WEST	287				
K1208	TIGANIA EAST SUB COUNTY	MERU	TIGANIA EAST	257				
K1206	IMENTI SOUTH SUB COUNTY	MERU	IMENTI SOUTH	205				

K1205	IMENTI NORTH SUB COUNTY	MERU	IMENTI NORTH	229				
1E+06	IMENTI CENTRAL SUB COUNTY	MERU	IMENTI CENTRAL	278				
K1204	IGEMBE SOUTH SUB COUNTY	MERU	IGEMBE SOUTH	283				
K1203	IGEMBE NORTH SUB COUNTY	MERU	IGEMBE NORTH	296				
12282	KIBIRICHIA SUB-DISTRICT HOSPITAL	MERU	BUURI	292				
12631	NAARI SUB DISTRICT HOSPITAL	MERU	BUURI	250				
12303	ST. THERESA KIIRUA HOSPITAL (KIIRUA)	MERU	BUURI	229				
12802	TIMAU SUB-DISTRICT HOSPITAL	MERU	BUURI	217				
28900	GUARDIAN HOSPITAL	MERU	IGEMBE CENTRAL	271				
12174	KANGETA SDH-HEALTH CENTRE	MERU	IGEMBE CENTRAL	242				
12319	KINA DISPENSARY	MERU	IGEMBE CENTRAL	250				
10790	MUTHAARA DISPENSARY	MERU	IGEMBE CENTRAL	199				
19237	MUTUATI CATHOLIC HOSPITAL	MERU	IGEMBE NORTH	250				
12605	MUTUATI SUB DISTRICT HOSPITAL	MERU	IGEMBE NORTH	288				
12294	KIENGU MATERNITY AND NURSING HOME	MERU	IGEMBE SOUTH	223				
12491	MAUA COTTAGE	MERU	IGEMBE SOUTH	257				
12492	MAUA METHODIST HOSPITAL	MERU	IGEMBE SOUTH	257				
12684	NYAMBENE DISTRICT HOSPITAL	MERU	IGEMBE SOUTH	271				
12685	NYAMBENE NURSING HOME	MERU	IGEMBE SOUTH	271				
11977	COTTOLENGO MISSION HOSPITAL	MERU	IMENTI CENTRAL	278				

	MERU							
12041	GITHONGO DISTRICT HOSPITAL	MERU	IMENTI CENTRAL	234				
12036	GIAKI SUB DISTRICT HOSPITAL	MERU	IMENTI NORTH	242				
21015	MERU BEYOND ZERO MOBILE CLINIC	MERU	IMENTI NORTH	229				
22143	MERU JORDAN HOSPITAL LTD	MERU	IMENTI NORTH	229				
12516	MERU TEACHING AND REFERRAL HOSPITAL	MERU	IMENTI NORTH	229				
11976	CONSOLATA NKUBU MISSION HOSPITAL	MERU	IMENTI SOUTH	157				
12181	KANYAKINE DISTRICT HOSPITAL	MERU	IMENTI SOUTH	205				
12325	KINORO SUB-DISTRICT HOSPITAL	MERU	IMENTI SOUTH	199				
12526	MIKUMBUNE SUB-DISTRICT HOSPITAL	MERU	IMENTI SOUTH	223				
12525	MIKINDURI SUB DISTRICT HOSPITAL	MERU	TIGANIA EAST	257				
12591	MUTHARA SUB-DISTRICT HOSPITAL	MERU	TIGANIA EAST	257				
12799	ST. JOHN OF GOD HOSPITAL TIGANIA	MERU	TIGANIA EAST	251				
12336	KIRINDINE NURSING HOME	MERU	TIGANIA WEST	288				
12500	MBEU SUB- DISTRICT HOSPITAL	MERU	TIGANIA WEST	250				
16234	MIATHENE DISTRICT HOSPITAL	MERU	TIGANIA WEST	287				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			

MERU	39	288	327	3225	
MERU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX				

ISIOLO COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
ISIOLO COUNTY								
K110301	MERTI SUB COUNTY	ISIOLO	Merti	273				
K110202	ISIOLO SUB COUNTY	ISIOLO	Isiolo	273				
K110101	GARBATULA SUB COUNTY	ISIOLO	Garbatulla	567				
K110301	MERTI SUB COUNTY	Merti	ISIOLO	465				
K110202	ISIOLO SUB COUNTY	Isiolo	ISIOLO	273				
K110101	GARBATULA SUB COUNTY	Garbatulla	ISIOLO	567				
12029	GARBATULA DISTRICT HOSPITAL	ISIOLO	GARBATULLA	567				
22162	GALAXY HOSPITAL	ISIOLO	ISIOLO	279				
12094	ISIOLO DISTRICT HOSPITAL	ISIOLO	ISIOLO	273				
19912	MATERCARE MATERNITY HOSPITAL	ISIOLO	ISIOLO	279				

12514	MERTI SUB COUNTY HOSPITAL	ISIOLO	MERTI	465				
	SUB TOTAL – HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
ISIOLO	11	68	79	1715				
ISIOLO COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

GARISSA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
GARISSA COUNTY								
K0701	BALAMBALA SUB COUNTY	BALAMBALA	GARISSA	400				
K0702	DADAAB SUB COUNTY	DAADAB	GARISSA	470				
K0703	FAFI SUB COUNTY	FAFI	GARISSA	485				
K0704	GARISSA SUB COUNTY	GARISSA	GARISSA	371				
K0705	HULUGHO SUB COUNTY	HULUGHO	GARISSA	612				
K0706	IJARA SUB COUNTY	IJARA	GARISSA	542				
K0707	LAGDERA SUB COUNTY	LAGDERA	GARISSA	533				

13298	BALAMBALA SUB-DISTRICT HOSPITAL	GARISSA	BALAMBALA	371				
13339	BURA DISTRICT HOSPITAL(FAFI)	GARISSA	FAFI	373				
13316	DADAAB SUB-COUNTY HOSPITAL	GARISSA	DAADAB	400				
13318	DAGAHLEY HOSPITAL	GARISSA	DAADAB	487				
21667	GARISSA BEYOND ZERO MOBILE CLINIC	GARISSA	GARISSA	471				
13346	GARISSA COUNTY REFERRAL HOSPITAL	GARISSA	GARISSA	471				
13359	HAGADERA HOSPITAL	GARISSA	FAFI	473				
13365	HULUGHO SUB COUNTY HOSPITAL	GARISSA	HULUGHO	612				
18799	IFO 2 HOSPITAL	GARISSA	DAADAB	480				
13368	IFO HOSPITAL	GARISSA	DAADAB	480				
13369	IFTIN SUB DISTRICT HOSPITAL	GARISSA	GARISSA	413				
13406	MASALANI (IJARA) DISTRICT HOSPITAL	GARISSA	IJARA	542				
19037	MEDINA HOSPITAL	GARISSA	GARISSA	368				
13411	MODOGASHE SUB COUNTY HOSPITAL	GARISSA	LAGDERA	533				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
GARISSA	21	108	129	3707				

GARISSA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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MANDERA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MANDERA COUNTY								
K0904	MANDERA EAST SUB COUNTY	MANDERA	MANDERA EAST	1139				
K0902	LAHEY SUB COUNTY	MANDERA	LAHEY	992				
K0903	KUTULO SUB COUNTY	MANDERA	KUTULO SUB COUNTY	830				
K0901	BANISA SUB COUNTY	MANDERA	BANISA	1008				
13300	BANISA SUB COUNTY HOSPITAL	MANDERA	BANISA	1008				
13388	KOTULO SUB-COUNTY REFERRAL HOSPITAL	MANDERA	KUTULO SUB COUNTY	830				
13392	LAHEY SUB COUNTY HOSPITAL	MANDERA	LAHEY	992				
21381	MANDERA COUNTY BEYOND ZERO CLINIC	MANDERA	MANDERA EAST	1139				
13402	MANDERA COUNTY REFFERAL HOSPITAL	MANDERA	MANDERA EAST	1139				
K0905	MANDERA NORTH SUB COUNTY	MANDERA	MANDERA NORTH	1072				
K0906	MANDERA WEST SUB COUNTY	MANDERA	MANDERA WEST	877				
13423	MANDERA NORTH SUB COUNTY HOSPITALRHAMU)	MANDERA	MANDERA NORTH	1072				

13335	MANDERA CENTRAL SUB COUNTY HOSPITAL - ELWAK	MANDERA	MANDERA SOUTH	803				
13445	MANDERA WEST SUB COUNTY HOSPITAL - TAKABA	MANDERA	MANDERA WEST	877				
	SUB TOTAL - HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
MANDERA	14	106	120	3881				
MANDERA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

MARSABIT COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MARSABIT COUNTY								
K100401	MARSABIT SOUTH SUB COUNTY	MARSABIT	MARSABIT SOUTH	487				
K1007	SOLOLO SUB COUNTY	MARSABIT	SOLOLO	703				
K1005	MOYALE SUB COUNTY	MARSABIT	MOYALE	775				
K1010	SAKU SUBCOUNTY	MARSABIT	SAKU	776				
K100301	MARSABIT NORTH SUB COUNTY	MARSABIT	MARSABIT NORTH	726				

K1006	NORTH HORR SUB COUNTY	MARSABIT	NORTH HORR	662				
K100202	MARSABIT SUB COUNTY	MARSABIT	MARSABIT	553				
K660	LAISAMIS SUB COUNTY	MARSABIT	LAISAMIS	435				
16215	CATHOLIC HOSPITAL LAISAMIS	MARSABIT	LAISAMIS	435				
18856	LAISAMIS SUB-COUNTY REFERRAL HOSPITAL(MARSABIT SOUTH)	MARSABIT	LAISAMIS	435				
12544	MOYALE SUB COUNTY REFERRAL HOSPITAL	MARSABIT	MOYALE	775				
12739	SOLOLO MISSION HOSPITAL	MARSABIT	MOYALE	703				
12142	KALACHA SUB COUNTY REFERRAL HOSPITAL	MARSABIT	NORTH HORR	662				
21013	BEYOND ZERO CAMPAIGN - MARSABIT COUNTY	MARSABIT	SAKU	776				
12472	MARSABIT COUNTY REFERAL HOSPITAL	MARSABIT	SAKU	776				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
MARSABIT	15	109	124	4948				
MARSABIT COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

WAJIR COUNTY

TONNAGE/BID PRICE(KSHS)

WAJIR COUNTY

K0806	WAJIR NORTH SUB COUNTY	WAJIR NORTH	WAJIR NORTH	892				
K0808	WAJIR WEST SUB COUNTY	WAJIR WEST	WAJIR WEST	733				
K0807	WAJIR SOUTH SUB COUNTY	WAJIR SOUTH	WAJIR SOUTH	652				
K0805	WAJIR EAST SUB COUNTY	WAJIR EAST	WAJIR EAST	690				
K0804	TARBAJ SUB COUNTY	TARBAJ	TARBAJ	737				
K0803	HABASWEIN SUB COUNTY	HABASWEINI	HABASWEINI	579				
13446	TARBAJ SUB COUNTY HOSPITAL	WAJIR	TARBAJ	892				
20612	BEYOND ZERO CLINIC-WAJIR COUNTY	WAJIR	WAJIR EAST	686				
13380	KHOROF HARAR SUB-DISTRICT HOSPITAL	WAJIR	WAJIR EAST	777				
13452	WAJIR COUNTY REFERRAL HOSPITAL	WAJIR	WAJIR EAST	690				
18651	WAJIR TB MANYATTA SUB - DISTRICT HOSPITAL	WAJIR	WAJIR EAST	892				
13312	BUNA SUB-DISTRICT HOSPITAL	WAJIR	WAJIR NORTH	892				
13314	BUTE DISTRICT HOSPITAL	WAJIR	WAJIR NORTH	892				
13265	ABAKORE SUB DISTRICT HOSPITAL	WAJIR	WAJIR SOUTH	750				
13317	DADAJABULA SUB DISTRICT HOSPITAL	WAJIR	WAJIR SOUTH	691				

13357	HABASWEIN DISTRICT HOSPITAL	WAJIR	WAJIR SOUTH	579				
13394	LEHELEY SUB DISTRICT HOSPITAL	WAJIR	WAJIR SOUTH	652				
13352	GRIFTU SUB DISTRICT HOSPITAL	WAJIR	WAJIR WEST	733				
	SUB TOTAL - HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
WAJIR	18	133	151	4753				
WAJIR COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

PRICE SCHEDULE KISUMU REGION (15 COUNTIES)								
DELIVERIES FROM NAIROBI TO KISUMU REGION AND FACILITIES WITHIN KISUMU REGION (15 COUNTIES)								
TRANS NZOIA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
TRANS NZOIA COUNTY								
K2602	TRANS NZOIA EAST SUB COUNTY	TRANS NZOIA	TRANS NZOIA EAST	395				
K2603	TRANS NZOIA WEST SUB COUNTY	TRANS NZOIA	TRANS NZOIA WEST	397				

1E+06	SABOTI SUB COUNTY	TRANS NZOIA	SABOTI	415				
K2601	KWANZA SUB COUNTY	TRANS NZOIA	KWANZA	408				
K2605	KIMININI SUB COUNTY	TRANS NZOIA	KIMININI	397				
K2604	ENDEBESS SUB COUNTY	TRANS NZOIA	ENDEBESS	413				
1E+06	CHERANGANY SUB COUNTY	TRANS NZOIA	CHERANGANY	381				
14379	CHERANGANY SUBCOUNTY HOSPITAL	TRANS NZOIA	CHERANGANY	381				
14753	KAPSARA DISTRICT HOSPITAL	TRANS NZOIA	CHERANGANY	400				
14455	ENDEBESS SUB-COUNTY HOSPITAL	TRANS NZOIA	ENDEBESS	413				
21668	BEYOND ZERO MOBILE CLINIC (TRANS-NZOIA COUNTY)	TRANS NZOIA	KIMININI	395				
20954	CRYSTAL COTTAGE HOSPITAL & MEDICAL CLINIC LTD	TRANS NZOIA	KIMININI	404				
14872	KIMININI COTTAGE HOSPITAL	TRANS NZOIA	KIMININI	397				
14947	KITALE COUNTY REFFERAL HOSPITAL	TRANS NZOIA	KIMININI	395				
16364	MATUNDA SUB COUNTY HOSPITAL	TRANS NZOIA	KIMININI	355				
15239	MT ELGON SUB COUNTY HOSPITAL	TRANS NZOIA	KIMININI	384				
15003	KWANZA SUB COUNTY HOSPITAL	TRANS NZOIA	KWANZA	408				
15508	SABOTI SUB DISTRICT HOSPITAL	TRANS NZOIA	SABOTI	415				
14380	CHERANGANY NURSING HOME	TRANS NZOIA	TRANS NZOIA WEST	381				
14949	KITALE NURSING HOME	TRANS NZOIA	TRANS NZOIA WEST	393				

22285	SOLONAMU MEDICAL CENTRE	TRANS NZOIA	TRANS NZOIA WEST	415				
15641	ST FREDAS COTTAGE HOSPITAL	TRANS NZOIA	TRANS NZOIA WEST	417				
	SUB TOTAL- HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
TRANS NZOIA	22	112	134	2484				
TRANS NZOIA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXXX							

UASIN GISHU COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
UASIN GISHU COUNTY								
K2705	AINABKOI SUB COUNTY	UASIN GISHU	AINABKOI	272				
15758	ELDORET DEPOT	UASIN GISHU	MOIBEN	315				
K2702	ELDORET WEST SUB COUNTY	UASIN GISHU	ELDORET WEST	325				
K2701	ELDORET EAST SUB COUNTY	UASIN GISHU	ELDORET EAST	325				
K2708	MOIBEN SUB COUNTY	UASIN GISHU	MOIBEN	353				

K2707	KESSES SUB COUNTY	UASIN GISHU	KESSES	292				
K2706	KAPSERET SUB COUNTY	UASIN GISHU	KAPSERET	312				
1E+06	ELDORET REGIONAL BLOOD TRANSFUSSION	UASIN GISHU	ELDORET WEST	314				
25771	AMBIENCE HOSPITAL LIMITED	UASIN GISHU	AINABKOI	328				
163+4166:4172 47	BURNT FOREST SUB COUNTY HOSPITAL	UASIN GISHU	AINABKOI	284				
24724	LIVING ROOM INTERNATIONAL HOSPITAL	UASIN GISHU	AINABKOI	331				
15204	MOI TEACHING AND REFERRAL HOSPITAL	UASIN GISHU	ELDORET EAST	314				
18177	CEDAR HOSPITAL	UASIN GISHU	ELDORET WEST	331				
22815	GYNOCARE WOMENS &FISTULA HOSPITAL	UASIN GISHU	ELDORET WEST	335				
20164	TRINITY MISSION HOSPITAL	UASIN GISHU	ELDORET WEST	344				
24981	GLOGOH HOSPITAL LIMITED	UASIN GISHU	KAPSERET	329				
24639	RAPHA HOSPITAL AND CLINICS	UASIN GISHU	KESSES	329				
24172	TOP HILL	UASIN GISHU	KESSES	306				
22879	ATIMIROS MEMORIAL HOSPITAL	UASIN GISHU	MOIBEN	334				
21014	UASIN GISHU COUNTY BEYOND ZERO MOBILE CLINIC	UASIN GISHU	MOIBEN	334				
15758	UASIN GISHU DISTRICT HOSPITAL	UASIN GISHU	MOIBEN	315				
15788	ZIWA SIRIKWA SUB DISTRICT HOSPITAL	UASIN GISHU	SOY	315				
14555	HURUMA SUB DISTRICT HOSPITAL	UASIN GISHU	TURBO	333				

15753	TURBO SUB COUNTY HOSPITAL	UASIN GISHU	TURBO	364				
19990	RACECOURSE HOSPITAL	UASIN GISHU	WARENG	327				
18776	ST LUKES ORTHOPAEDIC AND TRAUMA HOSPITAL	UASIN GISHU	WARENG	328				
	SUB-TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
UASIN GISHU	26	182	208	3706				
UASIN GISHU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

BOMET COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
BOMET COUNTY								
K3601	BOMET SUB COUNTY	BOMET	BOMET	254				
K3603	KONAIN SUB COUNTY	BOMET	KONAIN	209				
K3602	CHEPALUNGU SUB COUNTY	BOMET	CHEPALUNGU	244				
K3604	SOTIK SUB COUNTY	BOMET	SOTIK	257				
K3605	BOMET CENTRAL SUBCOUNTY	BOMET	BOMET CENTRAL	257				

K3606	BOMET EAST SUBCOUNTY	BOMET	BOMET EAST	237				
15077	LONGISA COUNTY REFERRAL HOSPITAL	BOMET	BOMET	240				
15719	TENWEK MISSION HOSPITAL	BOMET	BOMET	233				
14728	KAPKOROS SUB- COUNTY HOSPITAL	BOMET	BOMET CENTRAL	258				
15714	TEGAT SUB-COUNTY HOSPITAL	BOMET	BOMET EAST	239				
15565	SIGOR SUB DISTRICT HOSPITAL (BOMET)	BOMET	CHEPALUNGU	245				
14366	CHEPTALAL SUB- COUNTY HOSPITAL	BOMET	KONON	277				
14741	KAPLONG MISSION HOSPITAL	BOMET	SOTIK	270				
15322	NDANAI SUB COUNTY HOSPITAL	BOMET	SOTIK	296				
	SUB – TOTAL HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
BOMET	14	166	180	3117				
BOMET COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

KERICHO COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KERICHO COUNTY								
1E+06	AINAMOI SUB COUNTY	KERICHO	AINAMOI	270				
K3501	BELGUT SUB COUNTY	KERICHO	BELGUT	283				
K3502	BURETI SUB COUNTY	KERICHO	BURETI	298				
K3503	KERICHO SUB COUNTY	KERICHO	KERICHO	275				
K3504	KIPKELION EAST SUB COUNTY	KERICHO	KIPKELION EAST	262				
1E+06	SIGOWET/SOIN SUB COUNTY	KERICHO	SIGOWET/SOIN	311				
14538	GREENVIEW NURSING HOME	KERICHO	AINAMOI	274				
21001	KERICHO COUNTY BEYOND ZERO MOBILE CLINIC	KERICHO	AINAMOI	275				
14831	KERICHO DISTRICT HOSPITAL	KERICHO	AINAMOI	275				
14834	KERICHO NURSING HOME	KERICHO	AINAMOI	281				
14890	KIPCHIMCHIM M HOSPITAL	KERICHO	AINAMOI	267				
15571	SILOAM HOSPITAL	KERICHO	AINAMOI	282				
15649	ST LEONARD HOSPITAL	KERICHO	AINAMOI	283				

15761	UNILEVER CENTRAL HOSPITAL	KERICHO	AINAMOI	287				
K350105	KEMRI WRP HIV LAB(KERICHO)	KERICHO	AINAMOI	275				
14319	CHEMOGONDANY HOSPITAL	KERICHO	BELGUT	292				
14178	AIC LITEIN MISSION HOSPITAL	KERICHO	BURETI	295				
14706	KAPKATET DISTRICT HOSPITAL	KERICHO	BURETI	274				
15498	RORET SUB DISTRICT HOSPITAL	KERICHO	BURETI	300				
15074	LONDIANI DISTRICT HOSPITAL	KERICHO	KIPKELION EAST	232				
14501	FORT TENAN SUB DISTRICT HOSPITAL	KERICHO	KIPKELION WEST	293				
14897	KIPKELION SUB DISTRICT HOSPITAL	KERICHO	KIPKELION WEST	262				
15568	SIGOWET SUB-DISTRICT HOSPITAL	KERICHO	SIGOWET/SOIN	311				
	SUB –TOTAL - HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KERICHO	23	199	222	2966				
KERICHO COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

NANDI COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NANDI COUNTY								
1E+06	CHESUMEI SUB COUNTY	CHESUMEI	NANDI	321				
K2901	EMGWEN SUB COUNTY	EMGWEN	NANDI	338				
K2904	ALDAI SUB COUNTY	ALDAI	NANDI	346				
14792	KAPTUMO SUB-COUNTY HOSPITAL	NANDI	ALDAI	346				
15229	MOSORIOT SUB COUNTY HOSPITAL	NANDI	CHESUMEI	321				
14749	KAPSABET COUNTY REFERRAL HOSPITAL	NANDI	EMGWEN	338				
17632	KAPSABET HEALTH CARE CENTRE	NANDI	EMGWEN	338				
21879	NANDI COUNTY BEYOND ZERO MOBILE CLINIC	NANDI	EMGWEN	338				
14369	CHEPTERWAI SUB-DISTRICT HOSPITAL	NANDI	MOSOP	381				
14623	KABIYET SUB COUNTY HOSPITAL	NANDI	MOSOP	353				
14179	NANDI HILLS DISTRICT HOSPITAL	NANDI	NANDI HILLS	322				
15181	METEITEI SUB-DISTRICT HOSPITAL	NANDI	TINDERET	289				
	SUB TOTAL – HOSPITALS							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
NANDI	12	200	212	3391	
NANDI COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX				

BUNGOMA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
BUNGOMA COUNTY								
K3903	BUNGOMA EAST SUB COUNTY	BUNGOMA	WEBUYE WEST	423				
K3902	BUNGOMA CENTRAL SUB COUNTY	BUNGOMA	KABUCHAI CENTRAL	441				
K3906	BUNGOMA WEST SUB COUNTY	BUNGOMA	SIRISIA	381				
K3904	BUNGOMA NORTH SUB COUNTY	BUNGOMA	TONGAREN	381				
15808	BOKOLI SUB DISTRICT HOSPITAL	BUNGOMA	WEBUYE WEST	394				
15825	BUMULA SUB-COUNTY HOSPITAL	BUNGOMA	BUMULA	428				

21004	BUNGOMA BEYOND ZERO CLINIC	BUNGOMA	KANDUYI	432				
15828	BUNGOMA COUNTY REFERAL HOSPITAL	BUNGOMA	KANDUYI	432				
15855	CHEPTAIS SUB COUNTY HOSPITAL	BUNGOMA	CHEPTAIS	441				
15860	CHWELE SUB DISTRICT HOSPITAL	BUNGOMA	KABUCHAI CENTRAL	437				
15871	ELGON VIEW MEDICAL COTTAGE	BUNGOMA	BUNGOMA SOUTH	427				
15965	FRIENDS LUGULU MISSION HOSPITAL	BUNGOMA	WEBUYE WEST	423				
15950	KIMILILI SUBCOUNTY HOSPITAL	BUNGOMA	KIMILILI	462				
23738	KORY FAMILY HOSPITAL KIMILILI	BUNGOMA	KIMILILI	425				
16025	MT ELGON SUB COUNTY HOSPITAL	BUNGOMA	MT. ELGON	427				
16061	NAITIRI SUB-COUNTY HOSPITAL	BUNGOMA	TONGAREN	388				
16130	SIRISIA HOSPITAL	BUNGOMA	SIRISIA	422				
24242	THE DAWAMEDS HOSPITAL	BUNGOMA	KANDUYI	428				
16161	WEBUYE DISTRICT HOSPITAL	BUNGOMA	WEBUYE WEST	428				
	SUB – TOTAL HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
BUNGOMA	19	207	226	4204				
BUNGOMA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

BUSIA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
BUSIA COUNTY								
K4001	BUNYALA SUB COUNTY	BUSIA	BUNYALA	450				
K4003	BUTULA SUB COUNTY	BUSIA	BUTULA	443				
K4004	NAMBALE SUB COUNTY	BUSIA	NAMBALE	477				
K4005	SAMIA SUB COUNTY	BUSIA	SAMIA	444				
K4006	TESO NORTH SUB COUNTY	BUSIA	TESO NORTH	442				
K4007	TESO SOUTH SUB COUNTY	BUSIA	TESO SOUTH	446				
16091	PORT VICTORIA DISTRICT HOSPITAL	BUSIA	BUNYALA	469				
15939	KHUNYANGU SUB DISTRICT HOSPITAL	BUSIA	BUTULA	425				
21749	BEYOND ZERO MOBILE CLINIC - BUSIA	BUSIA	MATAYOS	454				
15834	BUSIA DISTRICT HOSPITAL	BUSIA	MATAYOS	454				

16149	TANAKA NURSING HOME	BUSIA	MATAYOS	468				
16066	NAMBALE SUB COUNTY HOSPITAL	BUSIA	NAMBALE	477				
16073	HOLY FAMILY NANGINA HOSPITAL	BUSIA	SAMIA	459				
24722	NASSI HOSPITAL	BUSIA	SAMIA	457				
16128	SIO PORT SUB DISTRICT HOSPITAL	BUSIA	SAMIA	471				
16150	TESO DISTRICT HOSPITAL	BUSIA	TESO NORTH	442				
15795	ALUPE SUB DISTRICT HOSPITAL	BUSIA	TESO SOUTH	454				
	SUB – TOTAL HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
BUSIA	17	118	135	3139				
BUSIA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

HOMABAY COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
HOMABAY COUNTY								
K4302	MBITA SUB COUNTY	HOMA BAY	Mbita	342				
K4303	NDHIWA SUB COUNTY	HOMA BAY	Ndhiwa	344				
K4306	SUBA SUB COUNTY	HOMA BAY	Suba	437				
21016	HOMABAY COUNTY BEYOND ZERO MOBILE CLINIC	HOMA BAY	HOMABAY TOWN	376				
13608	HOMA BAY COUNTY TEACHING AND REFERRAL HOSPITAL	HOMA BAY	HOMABAY TOWN	376				
13777	MARINDI SUB COUNTY HOSPITAL	HOMA BAY	HOMABAY TOWN	346				
21162	ST.LAWRENCE HOSPITAL	HOMA BAY	HOMABAY TOWN	386				
13638	KABONDO SUB-DISTRICT HOSPITAL	HOMA BAY	KABONDO KASIPUL	320				
20102	GETHSEMANE GARDEN MISSION HOSPITAL	HOMA BAY	MBITA	334				
13798	MBITA DISTRICT HOSPITAL	HOMA BAY	MBITA	376				
13967	OGONGO SUB DISTRICT HOSPITAL	HOMA BAY	MBITA	414				
20225	PORT FLORENCE COMMUNITY HOSPITAL MBITA	HOMA BAY	MBITA	423				
14075	SENA LEVEL 4 HOSPITAL	HOMA BAY	MBITA	385				
14150	TOM MBOYA MEMORIAL LEVEL4 HOSPITAL	HOMA BAY	MBITA	386				

13841	NDHIWA SUB DISTRICT HOSPITAL	HOMA BAY	NDHIWA	414				
14011	PALA LEVEL 4 HOSPITAL	HOMA BAY	NDHIWA	403				
13653	KANDIEGE SUB DISTRICT HOSPITAL	HOMA BAY	RACHUONYO NORTH	414				
13667	KENDU ADVENTIST HOSPITAL	HOMA BAY	RACHUONYO NORTH	451				
13668	KENDU SUB-DISTRICT HOSPITAL	HOMA BAY	RACHUONYO NORTH	386				
13789	MATATA NURSING HOSPITAL	HOMA BAY	RACHUONYO SOUTH	385				
13926	NYANGIELA SUB DISTRICT	HOMA BAY	RACHUONYO SOUTH	385				
14022	RACHUONYO DISTRICT HOSPITAL	HOMA BAY	RACHUONYO SOUTH	376				
14036	RANGWE SUB DISTRICT HOSPITAL	HOMA BAY	RANGWE	385				
13701	KISEGI SUB DISTRICT HOSPITAL	HOMA BAY	SUBA	398				
23677	SORI LAKESIDE HOSPITAL (SINDO)	HOMA BAY	SUBA	421				
14130	SUBA DISTRICT HOSPITAL	HOMA BAY	SUBA	372				
SUB – TOTAL HOSPITAL								
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
HOMABAY	26	277	303	4460				
HOMABAY COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

KAKAMEGA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KAKAMEGA COUNTY								
1E+06	BUTERE SUB COUNTY	KAKAMEGA	Butere	349				
K3706	KHWISERO SUB COUNTY	KAKAMEGA	Khwisero	365				
1E+06	LIKUYANI SUB COUNTY	KAKAMEGA	LIKUYANI	358				
1E+06	LUGARI SUB COUNTY	KAKAMEGA	LUGARI	405				
1E+06	LURAMBI SUB COUNTY	KAKAMEGA	LURAMBI	370				
1E+06	MUMIAS WEST SUB COUNTY	KAKAMEGA	MUMIAS WEST	358				
1E+06	NAVAKHOLO SUB COUNTY	KAKAMEGA	NAVAKHOLO	433				
K3705	IKOLOMANI SUB COUNTY	KAKAMEGA	IKOLOMANI	433				
1E+06	MALAVA SUB COUNTY	KAKAMEGA	MALAVA	358				
K3709	MATETE SUB COUNTY	KAKAMEGA	Matete	391				
K3710	MATUNGU SUB COUNTY	KAKAMEGA	Matungu	428				
1E+06	MUMIAS EAST SUB COUNTY	KAKAMEGA	MUMIAS EAST	428				
1E+06	SHINYALU SUB COUNTY	KAKAMEGA	SHINYALU	381				

15836	BUTERE DISTRICT HOSPITAL	KAKAMEGA	BUTERE	419				
15999	MANYALA SUB DISTRICT HOSPITAL	KAKAMEGA	BUTERE	419				
15899	IGUHU COUNTY HOSPITAL	KAKAMEGA	IKOLOMANI	352				
16107	SHIBWE SUB-COUNTY HOSPITAL	KAKAMEGA	IKOLOMANI	425				
16058	MWIHLA MISSION HOSPITAL	KAKAMEGA	KHWISERO	395				
15961	LIKUYANI SUB-COUNTY HOSPITAL	KAKAMEGA	LIKUYANI	391				
16008	MATUNDA SUB DISTRICT HOSPITAL	KAKAMEGA	LIKUYANI	356				
15969	LUMAKANDA COUNTY HOSPITAL	KAKAMEGA	LUGARI	405				
16007	MATUNDA NURSING HOME	KAKAMEGA	LUGARI	375				
16010	MAUTUMA SUB COUNTY HOSPITAL	KAKAMEGA	LUGARI	405				
21922	JUMUIA HOSPITALS KAKAMEGA CLINIC	KAKAMEGA	LURAMBI	419				
21020	KAKAMEGA COUNTY BEYOND ZERO MOBILE CLINIC	KAKAMEGA	LURAMBI	419				
15915	KAKAMEGA PROVINCIAL GENERAL HOSPITAL	KAKAMEGA	LURAMBI	419				
15996	MALAVA COUNTY HOSPITAL	KAKAMEGA	MALAVA	412				
16037	MUMIAS SUB-DISTRICT HOSPITAL (MATUNGU)	KAKAMEGA	MATUNGU	339				
15791	AHMADIYA HOSPITAL	KAKAMEGA	MUMIAS EAST	419				
16022	MOI'S BRIDGE NURSING HOME	KAKAMEGA	MUMIAS EAST	381				
16141	ST.MARYS MISSION HOSPITAL - MUMIAS	KAKAMEGA	MUMIAS EAST	407				
25166	MUMIAS WEST COUNTY HOSPITAL	KAKAMEGA	MUMIAS WEST	358				

16078	NAVAKHOLO SUB DISTRICT HOSPITAL	KAKAMEGA	NAVAKHOLO	352				
	SUB-TOTAL COUNTIES							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KAKAMEGA	33	256	289	4876				
KAKAMEGA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXXX							

KISII COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KISII COUNTY								
1E+06	BOBASI SUB COUNTY	KISII	Bobasi	312				
1E+06	BOMACHOGE BORABU SUB COUNTY	KISII	Bomachoge Borabu	308				
1E+06	BOMACHOGE CHACHE SUB COUNTY	KISII	Bomachoge Chache	326				

1E+06	BONCHARI SUB COUNTY	KISII	Bonchari	316				
K4511	NYARIBARI CHACHE SUB COUNTY	KISII	Nyaribari Chache	340				
1E+06	KITUTU CHACHE NORTH SUB COUNTY	KISII	Kitutu Chache North	319				
K4510	KITUTU CHACHE SOUTH SUB COUNTY	KISII	Kitutu Chache South	343				
1E+06	NYARIBARI MASABA SUB COUNTY	KISII	Nyaribari Masaba	316				
1E+06	SOUTH MUGIRANGO SUB COUNTY	KISII	South Mugirango	309				
13674	KENYERERE SUB COUNTY HOSPITAL (SAMETA)	KISII	BOBASI	306				
13697	KIONYO SUB COUNTY HOSPITAL (GUCHA)	KISII	BOBASI	319				
20919	LENMEK HOSPITAL	KISII	BOBASI	324				
13867	NYACHEKI SUB-DISTRICT HOSPITAL	KISII	BOBASI	331				
13891	NYAMACHE SUB-DISTRICT HOSPITAL	KISII	BOBASI	317				
13673	KENYENYA SUB-DISTRICT HOSPITAL	KISII	BOMACHOGE BORABU	311				
13594	GUCHA SUB DISTRICT HOSPITAL	KISII	BOMACHOGE CHACHE	337				
13814	MISESI SUB COUNTY HOSPITAL	KISII	BOMACHOGE CHACHE	353				
13985	OMOREMBE SUB COUNTY HOSPITAL	KISII	BOMACHOGE CHACHE	326				
13631	IYABE SUB DISTRICT HOSPITAL	KISII	BONCHARI	354				
13892	NYAMAGUNDO SUB COUNTY HOSPITAL	KISII	BONCHARI	285				
21018	KISII COUNTY BEYOND ZERO MOBILE CLINIC	KISII	KITUTU CHACHE NORTH	343				
13772	MARANI SUB DISTRICT HOSPITAL	KISII	KITUTU CHACHE NORTH	308				

20619	OASIS SPECIALIST HOSPITAL	KISII	KITUTU CHACHE NORTH	340				
13515	BOSONGO HOSPITAL	KISII	KITUTU CHACHE SOUTH	354				
13567	GETEMBE HOSPITAL	KISII	KITUTU CHACHE SOUTH	343				
13603	HEMA HOSPITAL	KISII	KITUTU CHACHE SOUTH	353				
13620	IRANDA SUB COUNTY REFERRAL HOSPITAL	KISII	KITUTU CHACHE SOUTH	331				
13703	KISII LEVEL V HOSPITAL	KISII	KITUTU CHACHE SOUTH	343				
25454	MEDIFORTE HOSPITAL LIMITED	KISII	KITUTU CHACHE SOUTH	324				
13925	NYANGENA HOSPITAL	KISII	KITUTU CHACHE SOUTH	327				
21820	PERUJA HOSPITAL MOSOCHO	KISII	KITUTU CHACHE SOUTH	335				
14028	RAM HOSPITAL	KISII	KITUTU CHACHE SOUTH	323				
13527	CHRISTAMARRIANNE HOSPITAL	KISII	NYARIBARI CHACHE	306				
13612	IBENO SUB DISTRICT HOSPITAL	KISII	NYARIBARI CHACHE	315				
13680	KEUMBU SUB DISTRICT HOSPITAL	KISII	NYARIBARI CHACHE	305				
13696	KIOGORO HEALTH CENTER	KISII	NYARIBARI CHACHE	305				
13564	GESUSU SUB DISTRICT HOSPITAL	KISII	NYARIBARI MASABA	310				
13611	IBACHO SUB DISTRICT HOSPITAL	KISII	NYARIBARI MASABA	319				
13683	KIAMOKAMA SUB COUNTY HOSPITAL	KISII	NYARIBARI MASABA	311				
13783	MASIMBA SUB DISTRICT HOSPITAL	KISII	NYARIBARI MASABA	320				
13903	NYAMASIBI SUB COUNTY HOSPITAL	KISII	NYARIBARI MASABA	295				

13550	ETAGO SUB-DISTRICT HOSPITAL	KISII	SOUTH MUGIRANGO	367				
13847	NDURU SUB DISTRICT HOSPITAL	KISII	SOUTH MUGIRANGO	314				
14131	SUGUTA SUB COUNTY HOSPITAL	KISII	SOUTH MUGIRANGO	309				
14139	TABAKA MISSION HOSPITAL	KISII	SOUTH MUGIRANGO	323				
	SUB TOTAL-HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KISII	45	160	205	3501				
KISII COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

KISUMU COUNTY

TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KISUMU COUNTY								
K4201	KISUMU EAST SUB COUNTY	KISUMU	KISUMU EAST	368				
K4202	KISUMU WEST SUB COUNTY	KISUMU	KISUMU WEST	330				
K4204	NYAKACH SUB COUNTY	KISUMU	NYAKACH	310				
K4205	NYANDO SUB COUNTY	KISUMU	NYANDO	341				
13465	AGA KHAN HOSPITAL (KISUMU)	KISUMU	KISUMU CENTRAL	358				
20965	BEYOND ZERO MOBILE CLINIC-KISUMU	KISUMU	KISUMU CENTRAL	358				
13704	KISUMU DISTRICT HOSPITAL	KISUMU	KISUMU CENTRAL	358				
13738	LUMUMBA SUB-COUNTY HOSPITAL	KISUMU	KISUMU CENTRAL	358				
13807	MIGOSI SUB-COUNTY HOSPITAL	KISUMU	KISUMU CENTRAL	359				
13939	NYANZA PROVINCIAL (PGH)-JARAMOGI(JOOTRH)	KISUMU	KISUMU CENTRAL	358				
17376	VICTORIA SUB DISTRICT HOSPITAL	KISUMU	KISUMU CENTRAL	343				
13647	GITA SUB COUNTY HOSPITAL	KISUMU	KISUMU EAST	349				
22354	KISUMU SPECIALIST HOSPITAL	KISUMU	KISUMU EAST	365				
13808	MILIMANI HOSPITAL	KISUMU	KISUMU EAST	368				
14120	ST. MONICA HOSPITAL	KISUMU	KISUMU EAST	360				

20123	AVENUE HOSPITAL KISUMU	KISUMU	KISUMU WEST	418				
13528	CHULAIMBO SUB DISTRICT HOSPITAL	KISUMU	KISUMU WEST	359				
18414	MASABA HOSPITAL KISUMU	KISUMU	KISUMU WEST	376				
13781	MASENO MISSION HOSPITAL	KISUMU	KISUMU WEST	386				
13880	NYAHERA SUB DISTRICT HOSPITAL	KISUMU	KISUMU WEST	354				
13954	OBER KAMOTH SUB COUNTY HOSPITAL	KISUMU	KISUMU WEST	379				
13971	OJOLA SUB COUNTY HOSPITAL	KISUMU	KISUMU WEST	377				
14017	PORT FLORENCE CLINIC	KISUMU	KISUMU WEST	357				
21766	ST. JAIRUS HOSPITAL	KISUMU	KISUMU WEST	280				
13785	MASOGO SUB DISTRICT HOSPITAL	KISUMU	MUHORONI	335				
13831	MUHORONI DISTRICT HOSPITAL	KISUMU	MUHORONI	325				
13928	NYANG'OMA SUB COUNTY HOSPITAL	KISUMU	MUHORONI	309				
13657	KATITO SUB COUNTY HOSPITAL	KISUMU	NYAKACH	359				
13864	NYABONDO MISSION HOSPITAL	KISUMU	NYAKACH	330				
13921	NYAKACH SUB COUNTY HOSPITAL	KISUMU	NYAKACH	319				
13899	NYAMARIMBA SUB COUNTY HOSPITAL	KISUMU	NYAKACH	328				
14096	SONDU SUB COUNTY HOSPITAL	KISUMU	NYAKACH	319				
13468	AHERO DISTRICT HOSPITAL	KISUMU	NYANDO	348				
13923	NYANGANDE SUB COUNTY HOSPITAL	KISUMU	NYANDO	353				
14020	RABUOR SUB COUNTY HOSPITAL	KISUMU	NYANDO	422				

13714	KOMBEWA DISTRICT HOSPITAL	KISUMU	SEME	341				
13770	MANYUANDA SUB-COUNTY HOSPITAL	KISUMU	SEME	398				
13810	MIRANGA SUB DISTRICT HOSPITAL	KISUMU	SEME	342				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KISUMU	38	204	242	2423				
KISUMU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

MIGORI COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MIGORI COUNTY								
K4401	AWENDO SUB COUNTY	MIGORI	Awendo	363				
K4407	URIRI SUB COUNTY	MIGORI	Uriri	410				
K4406	RONGO SUB COUNTY	MIGORI	Rongo	343				
K4405	NYATIKE SUB COUNTY	MIGORI	Nyatike	442				
1E+06	SUNA WEST SUBCOUNTY	MIGORI	SUNA WEST	421				
K4410	SUNA EAST SUB COUNTY	MIGORI	SUNA EAST	421				
K4404	MIGORI SUB COUNTY	MIGORI	Migori	384				
K4403	KURIA WEST SUB COUNTY	MIGORI	Kuria West	318				
K4402	KURIA EAST SUB COUNTY	MIGORI	Kuria East	318				
13492	AWENDO SUB-DISTRICT HOSPITAL	MIGORI	AWENDO	363				
13663	KEGONGA DISTRICT HOSPITAL	MIGORI	KURIA EAST	331				
21467	MOTHERSOLBRIT HOSPITAL	MIGORI	KURIA EAST	368				
13858	NTIMARU SUB-DISTRICT HOSPITAL	MIGORI	KURIA EAST	345				
24235	WIMA HOSPITAL	MIGORI	KURIA EAST	335				
13625	ISIBANIA SUB-DISTRICT HOSPITAL	MIGORI	KURIA WEST	406				

13726	KURIA DISTRICT HOSPITAL	MIGORI	KURIA WEST	318				
20020	ST AKIDIVA MINDIRA HOSPITAL - MABERA	MIGORI	KURIA WEST	392				
13970	OJELE MEMORIAL HOSPITAL	MIGORI	MIGORI	392				
14014	PASTOR MACHAGE MEMORIAL HOSPITAL	MIGORI	MIGORI	390				
13656	KARUNGU SUB-DISTRICT HOSPITAL	MIGORI	NYATIKE	412				
13745	MACALDER SUB-DISTRICT HOSPITAL	MIGORI	NYATIKE	416				
14103	ST CAMILLUS MISSION HOSPITAL	MIGORI	NYATIKE	439				
14058	RONGO DISTRICT HOSPITAL	MIGORI	RONGO	343				
21776	MIGORI COUNTY BEYOND ZERO MOBILE CLINIC	MIGORI	SUNA EAST	384				
13805	MIGORI DISTRICT HOSPITAL	MIGORI	SUNA EAST	384				
14110	ST JOSEPH MISSION HOSPITAL	MIGORI	SUNA EAST	418				
23755	NEOCARE MEMORIAL HOSPITAL	MIGORI	URIRI	410				
14003	OTHORO SUB DISTRICT HOSPITAL	MIGORI	URIRI	410				
	SUB-TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
MIGORI	28	213	241	3885				

MIGORI COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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NYAMIRA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NYAMIRA COUNTY								
K4604	NYAMIRA SOUTH SUB COUNTY	NYAMIRA	Nyamira South	308				
K4605	NYAMIRA NORTH SUB COUNTY	NYAMIRA	Nyamira North	330				
K4601	BORABU SUB COUNTY	NYAMIRA	Borabu	284				
13692	KIJAURI SUB DISTRICT HOSPITAL	NYAMIRA	BORABU	284				
13766	MANGA DISTRICT HOSPITAL	NYAMIRA	MANGA	293				
13924	NYANGENA SUB DISTRICT HOSPITAL	NYAMIRA	MANGA	322				
13548	ESANI SUB DISTRICT HOSPITAL	NYAMIRA	MASABA NORTH	306				
13678	MASABA DISTRICT HOSPITAL	NYAMIRA	MASABA NORTH	323				
13540	EKERENYO SUB DISTRICT HOSPITAL	NYAMIRA	NYAMIRA NORTH	300				
13916	NYAMUSI SUB DISTRICT HOSPITAL	NYAMIRA	NYAMIRA NORTH	330				
21352	BEYOND ZERO MOBILE CLINIC- NYAMIRA COUNTY	NYAMIRA	NYAMIRA SOUTH	308				

13912	NYAMIRA DISTRICT HOSPITAL	NYAMIRA	NYAMIRA SOUTH	308				
	SUB-TOTAL PRIMARY HEALTH FACILITIES							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
NYAMIRA	12	155	167	1993				
NYAMIRA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

SIAYA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
SIAYA COUNTY								
K4102	GEM SUB COUNTY	SIAYA	Gem	399				
K4101	BONDO SUB COUNTY	SIAYA	Bondo	420				
K4107	ALEGO USONGA SUB COUNTY	SIAYA	Alego Usonga	407				
K4104	SIAYA SUB COUNTY	SIAYA	Alego Usonga	430				

13493	BAMA HOSPITAL	SIAYA	ALEGO USONGA	435				
14063	RWAMBWA SUB COUNTY HOSPITAL	SIAYA	ALEGO USONGA	420				
21021	SIAYA COUNTY REFERRAL BEYOND ZERO MOBLE CLINIC DISPENSARY	SIAYA	ALEGO USONGA	430				
14080	SIAYA COUNTY REFERRAL HOSPITAL	SIAYA	ALEGO USONGA	430				
13507	BONDO COUNTY REFERRAL HOSPITAL	SIAYA	BONDO	432				
13588	GOT-AGULU SUB COUNTY HOSPITAL	SIAYA	BONDO	462				
14165	UYAWI SUB COUNTY HOSPITAL	SIAYA	BONDO	420				
13618	INUKA HOSPITAL & MATERNITY HOME	SIAYA	GEM	430				
14064	SAGAM COMMUNITY HOSPITAL	SIAYA	GEM	406				
14175	YALA SUB COUNTY HOSPITAL	SIAYA	GEM	436				
13747	MADIANY SUB COUNTY HOSPITAL	SIAYA	RARIEDA	399				
14156	UKWALA SUB- COUNTY HOSPITAL	SIAYA	UGENYA	455				
13476	AMBIRA SUB COUNTY HOSPITAL	SIAYA	UNGUJA	448				
14085	SIGOMERE SUB COUNTY HOSPITAL	SIAYA	UNGUJA	437				
	SUB TOTAL- HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
SIAYA	18	208	226	4947				

SIAYA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX
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VIHIGA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
VIHIGA COUNTY								
K3801	EMUHAYA SUB COUNTY	VIHIGA	Emuhaya	390				
K3807	LUANDA SUB COUNTY	VIHIGA	LUANDA	390				
K3803	SABATIA SUB COUNTY	VIHIGA	Sabatia	359				
K3804	VIHIGA SUB COUNTY	VIHIGA	Vihiga	380				
K3802	HAMISI SUB COUNTY	VIHIGA	Hamisi	350				
15894	HAMISI SUB DISTRICT HOSPITAL	VIHIGA	HAMISI	350				
15913	JUMUIA FRIENDS HOSPITAL KAIMOSI	VIHIGA	HAMISI	346				
15876	EMUHAYA SUB DISTRICT HOSPITAL	VIHIGA	LUANDA	390				
15946	KIMA MISSION HOSPITAL	VIHIGA	LUANDA	402				
16097	SABATIA EYE HOSPITAL MISSION	VIHIGA	SABATIA	370				
24671	VIHIGA PRIVATE GENERAL AND MARTERNITY HOSPITAL	VIHIGA	SABATIA	374				
21767	MUNG'OMA HOSPITAL	VIHIGA	VIHIGA	363				

21872	VIHIGA COUNTY BEYOND ZERO CLINIC	VIHIGA	VIHIGA	380				
16157	VIHIGA DISTRICT HOSPITAL	VIHIGA	VIHIGA	380				
	SUB- TOTAL HOSPITALS							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
VIHIGA	14	100	114	1646	
VIHIGA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX				

PRICE SCHEDULE TWO (2): DISTRIBUTION OF HPTS FROM NAIROBI TO HEALTH FACILITIES COUNTRY WIDE

ZONES	REGIONS	COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES PER COUNTY	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)	BID PRICE PER COUNTY (KSHs)
1	NAIROBI 2	ELGEYO MARAKWET	14	126	140	3988		
		BARINGO	28	235	263	6012		
		TURKANA	21	236	257	7147		
		WEST POKOT	10	157	167	2797		
		NAKURU	52	415	467	4305		
		NYANDARUA	13	114	127	1086		
		NAROK	16	175	191	2968		

		LAIKIPIA	19	109	128	1861		
		KAJIADO	16	217	233	2251		
		MACHAKOS	31	273	304	2012		
		KIAMBU	58	346	404	346		
		KIRINYAGA	14	128	142	732		
		MURANG'A	24	262	286	982		
		NAIROBI	89	590	679	290		
		NYERI	20	221	241	1890		
		SUB-TOTAL						
2	KISUMU	BUNGOMA	19	207	226	4204		
		BUSIA	17	118	135	3139		
		BOMET	14	166	180	3117		
		HOMABAY	26	277	303	4460		
		KAKAMEGA	33	256	289	4876		
		KERICHO	23	199	222	2966		
		KISII	45	160	205	3501		
		KISUMU	38	204	242	2423		
		MIGORI	28	213	241	3885		
		NANDI	12	200	212	3391		
		NYAMIRA	12	155	167	1993		

		SIAYA	18	208	226	4947		
		TRANS ZOIA	22	112	134	2484		
		UASIN GISHU	26	182	208	3706		
		VIHIGA	14	100	114	1646		
		SUB-TOTAL						
3	NAIROBI 1	EMBU	15	127	142	1715		
		MERU	39	288	327	3225		
		THARAKA NITHI	17	146	163	612		
		SAMBURU	10	99	109	2357		
		GARISSA	21	108	129	3707		
		ISIOLO	11	68	79	1715		
		MANDERA	14	106	120	3881		
		MARSABIT	15	109	124	4948		
		WAJIR	18	133	151	4753		
		SUB-TOTAL						

GRAND TOTAL

NOTE:

- All Bid prices shall be progressive depending on tonnage and distance.
- Bidders **MUST** bid for all the 3 regions. Bidders who do not bid for all the regions shall be disqualified.
- Bidder is eligible to win only one region.
- Successful bidder shall be offered (3) year contract.
- Price quoted must be inclusive of taxes.
- For purposes of price comparison and award, the rate for 10 Ton trucks for direct deliveries shall be applicable. The grand total shall comprise the sum of 10 Ton truck rates and Primary Health Facilities (PHFs) rate within the County.

**PRICE SCHEDULE THREE (3): DIRECT DELIVERY OF HPTS FROM KISUMU DEPOT TO HEALTH FACILITIES
WITHIN KISUMU REGION**

BUNGOMA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
BUNGOMA COUNTY								
K3903	BUNGOMA EAST SUB COUNTY	BUNGOMA	WEBUYE WEST	106				
K3902	BUNGOMA CENTRAL SUB COUNTY	BUNGOMA	KABUCHAI CENTRAL	120				
K3906	BUNGOMA WEST SUB COUNTY	BUNGOMA	SIRISIA	101				
K3904	BUNGOMA NORTH SUB COUNTY	BUNGOMA	TONGAREN	106				
15808	BOKOLI SUB DISTRICT HOSPITAL	BUNGOMA	WEBUYE WEST	116				
15825	BUMULA SUB-COUNTY HOSPITAL	BUNGOMA	BUMULA	106				
21004	BUNGOMA BEYOND ZERO CLINIC	BUNGOMA	KANDUYI	99				
15828	BUNGOMA COUNTY REFERAL HOSPITAL	BUNGOMA	KANDUYI	99				
15855	CHEPTAIS SUB COUNTY HOSPITAL	BUNGOMA	CHEPTAIS	137				
15860	CHWELE SUB DISTRICT HOSPITAL	BUNGOMA	KABUCHAI CENTRAL	120				
15871	ELGON VIEW MEDICAL COTTAGE	BUNGOMA	BUNGOMA SOUTH	124				
15965	FRIENDS LUGULU MISSION HOSPITAL	BUNGOMA	WEBUYE WEST	103				
15950	KIMILILI SUBCOUNTY HOSPITAL	BUNGOMA	KIMILILI	119				
23738	KORY FAMILY HOSPITAL KIMILILI	BUNGOMA	KIMILILI	122				

16025	MT ELGON SUB COUNTY HOSPITAL	BUNGOMA	MT. ELGON	132				
16061	NAITIRI SUB- COUNTY HOSPITAL	BUNGOMA	TONGAREN	131				
16130	SIRISIA HOSPITAL	BUNGOMA	SIRISIA	123				
24242	THE DAWAMEDS HOSPITAL	BUNGOMA	KANDUYI	99				
16161	WEBUYE DISTRICT HOSPITAL	BUNGOMA	WEBUYE WEST	100				
	SUB – TOTAL HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
BUNGOMA	19	207	226	3186				
BUNGOMA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

**TONNAGE/BID
D
PRICE(KSHS)**

BUSIA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
BUSIA COUNTY								
K4001	BUNYALA SUB COUNTY	BUSIA	BUNYALA	118				
K4003	BUTULA SUB COUNTY	BUSIA	BUTULA	98				
K4004	NAMBALE SUB COUNTY	BUSIA	NAMBALE	112				
K4005	SAMIA SUB COUNTY	BUSIA	SAMIA	103				
K4006	TESO NORTH SUB COUNTY	BUSIA	TESO NORTH	125				
K4007	TESO SOUTH SUB COUNTY	BUSIA	TESO SOUTH	110				
16091	PORT VICTORIA DISTRICT HOSPITAL	BUSIA	BUNYALA	112				
15939	KHUNYANGU SUB DISTRICT HOSPITAL	BUSIA	BUTULA	98				
21749	BEYOND ZERO MOBILE CLINIC - BUSIA	BUSIA	MATAYOS	113				
15834	BUSIA DISTRICT HOSPITAL	BUSIA	MATAYOS	113				
16149	TANAKA NURSING HOME	BUSIA	MATAYOS	113				
16066	NAMBALE SUB COUNTY HOSPITAL	BUSIA	NAMBALE	112				
16073	HOLY FAMILY NANGINA HOSPITAL	BUSIA	SAMIA	112				

24722	NASSI HOSPITAL	BUSIA	SAMIA	112				
16128	SIO PORT SUB DISTRICT HOSPITAL	BUSIA	SAMIA	107				
16150	TESO DISTRICT HOSPITAL	BUSIA	TESO NORTH	125				
15795	ALUPE SUB DISTRICT HOSPITAL	BUSIA	TESO SOUTH	115				
	SUB – TOTAL HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
BUSIA	17	118	135	2964				
BUSIA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

HOMABAY COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
HOMABAY COUNTY								
K4302	MBITA SUB COUNTY	HOMA BAY	Mbita	150				
K4303	NDHIWA SUB COUNTY	HOMA BAY	Ndhiwa	127				
K4306	SUBA SUB COUNTY	HOMA BAY	Suba	147				

21016	HOMABAY COUNTY BEYOND ZERO MOBILE CLINIC	HOMA BAY	HOMABAY TOWN	108				
13608	HOMA BAY COUNTY TEACHING AND REFERRAL HOSPITAL	HOMA BAY	HOMABAY TOWN	108				
13777	MARINDI SUB COUNTY HOSPITAL	HOMA BAY	HOMABAY TOWN	117				
21162	ST.LAWRENCE HOSPITAL	HOMA BAY	HOMABAY TOWN	117				
13638	KABONDO SUB- DISTRICT HOSPITAL	HOMA BAY	KABONDO KASIPUL	75				
20102	GETHSEMANE GARDEN MISSION HOSPITAL	HOMA BAY	MBITA	150				
13798	MBITA DISTRICT HOSPITAL	HOMA BAY	MBITA	150				
13967	OGONGO SUB DISTRICT HOSPITAL	HOMA BAY	MBITA	126				
20225	PORT FLORENCE COMMUNITY HOSPITAL MBITA	HOMA BAY	MBITA	122				
14075	SENA LEVEL 4 HOSPITAL	HOMA BAY	MBITA	131				
14150	TOM MBOYA MEMORIAL LEVEL4 HOSPITAL	HOMA BAY	MBITA	128				
13841	NDHIWA SUB DISTRICT HOSPITAL	HOMA BAY	NDHIWA	127				
14011	PALA LEVEL 4 HOSPITAL	HOMA BAY	NDHIWA	132				
13653	KANDIEGE SUB DISTRICT HOSPITAL	HOMA BAY	RACHUONYO NORTH	93				
13667	KENDU ADVENTIST HOSPITAL	HOMA BAY	RACHUONYO NORTH	77				
13668	KENDU SUB- DISTRICT HOSPITAL	HOMA BAY	RACHUONYO NORTH	77				
13789	MATATA NURSING HOSPITAL	HOMA BAY	RACHUONYO SOUTH	113				
13926	NYANGIELA SUB DISTRICT	HOMA BAY	RACHUONYO SOUTH	102				

14022	RACHUONYO DISTRICT HOSPITAL	HOMA BAY	RACHUONYO SOUTH	90				
14036	RANGWE SUB DISTRICT HOSPITAL	HOMA BAY	RANGWE	115				
13701	KISEGI SUB DISTRICT HOSPITAL	HOMA BAY	SUBA	147				
23677	SORI LAKESIDE HOSPITAL (SINDO)	HOMA BAY	SUBA	147				
14130	SUBA DISTRICT HOSPITAL	HOMA BAY	SUBA	147				
	SUB – TOTAL HOSPITAL							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
HOMABAY	26	277	303	3480				
HOMABAY COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

KAKAMEGA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KAKAMEGA COUNTY								
1E+06	BUTERE SUB COUNTY	KAKAMEGA	Butere	60				
K3706	KHWISERO SUB COUNTY	KAKAMEGA	Khwisero	50				
1E+06	LIKUYANI SUB COUNTY	KAKAMEGA	LIKUYANI	144				
1E+06	LUGARI SUB COUNTY	KAKAMEGA	LUGARI	103				
1E+06	LURAMBI SUB COUNTY	KAKAMEGA	LURAMBI	47				
1E+06	MUMIAS WEST SUB COUNTY	KAKAMEGA	MUMIAS WEST	84				
1E+06	NAVAKHOLO SUB COUNTY	KAKAMEGA	NAVAKHOLO	74				
K3705	IKOLOMANI SUB COUNTY	KAKAMEGA	IKOLOMANI	34				
1E+06	MALAVA SUB COUNTY	KAKAMEGA	MALAVA	49				
K3709	MATETE SUB COUNTY	KAKAMEGA	Matete	51				
K3710	MATUNGU SUB COUNTY	KAKAMEGA	Matungu	84				
1E+06	MUMIAS EAST SUB COUNTY	KAKAMEGA	MUMIAS EAST	79				
1E+06	SHINYALU SUB COUNTY	KAKAMEGA	SHINYALU	46				
15836	BUTERE DISTRICT HOSPITAL	KAKAMEGA	BUTERE	60				
15999	MANYALA SUB DISTRICT HOSPITAL	KAKAMEGA	BUTERE	61				

15899	IGUHU COUNTY HOSPITAL	KAKAMEGA	IKOLOMANI	34				
16107	SHIBWE SUB-COUNTY HOSPITAL	KAKAMEGA	IKOLOMANI	42				
16058	MWIHLA MISSION HOSPITAL	KAKAMEGA	KHWISERO	51				
15961	LIKUYANI SUB-COUNTY HOSPITAL	KAKAMEGA	LIKUYANI	144				
16008	MATUNDA SUB DISTRICT HOSPITAL	KAKAMEGA	LIKUYANI	84				
15969	LUMAKANDA COUNTY HOSPITAL	KAKAMEGA	LUGARI	116				
16007	MATUNDA NURSING HOME	KAKAMEGA	LUGARI	84				
16010	MAUTUMA SUB COUNTY HOSPITAL	KAKAMEGA	LUGARI	128				
21922	JUMUIA HOSPITALS KAKAMEGA CLINIC	KAKAMEGA	LURAMBI	50				
21020	KAKAMEGA COUNTY BEYOND ZERO MOBILE CLINIC	KAKAMEGA	LURAMBI	50				
15915	KAKAMEGA PROVINCIAL GENERAL HOSPITAL	KAKAMEGA	LURAMBI	50				
15996	MALAVA COUNTY HOSPITAL	KAKAMEGA	MALAVA	49				
16037	MUMIAS SUB-DISTRICT HOSPITAL (MATUNGU)	KAKAMEGA	MATUNGU	79				
15791	AHMADIYA HOSPITAL	KAKAMEGA	MUMIAS EAST	79				
16022	MOI'S BRIDGE NURSING HOME	KAKAMEGA	MUMIAS EAST	79				
16141	ST.MARYS MISSION HOSPITAL - MUMIAS	KAKAMEGA	MUMIAS EAST	79				
25166	MUMIAS WEST COUNTY HOSPITAL	KAKAMEGA	MUMIAS WEST	78				
16078	NAVAKHOLO SUB DISTRICT HOSPITAL	KAKAMEGA	NAVAKHOLO	74				
	SUB-TOTAL COUNTIES							

COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
KAKAMEGA	33	256	289	3392	
KAKAMEGA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX				

KISII COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KISII COUNTY								
1E+06	BOBASI SUB COUNTY	KISII	Bobasi	123				
1E+06	BOMACHOGE BORABU SUB COUNTY	KISII	Bomachoge Borabu	140				
1E+06	BOMACHOGE CHACHE SUB COUNTY	KISII	Bomachoge Chache	140				
1E+06	BONCHARI SUB COUNTY	KISII	Bonchari	118				
K4511	NYARIBARI CHACHE SUB COUNTY	KISII	Nyaribari Chache	135				
1E+06	KITUTU CHACHE NORTH SUB COUNTY	KISII	Kitutu Chache North	111				
K4510	KITUTU CHACHE SOUTH SUB COUNTY	KISII	Kitutu Chache South	95				

1E+06	NYARIBARI MASABA SUB COUNTY	KISII	Nyaribari Masaba	131				
1E+06	SOUTH MUGIRANGO SUB COUNTY	KISII	South Mugirango	143				
13674	KENYERERE SUB COUNTY HOSPITAL (SAMETA)	KISII	BOBASI	121				
13697	KIONYO SUB COUNTY HOSPITAL (GUCHA)	KISII	BOBASI	143				
20919	LENMEK HOSPITAL	KISII	BOBASI	132				
13867	NYACHEKI SUB- DISTRICT HOSPITAL	KISII	BOBASI	134				
13891	NYAMACHE SUB- DISTRICT HOSPITAL	KISII	BOBASI	143				
13673	KENYENYA SUB- DISTRICT HOSPITAL	KISII	BOMACHOGE BORABU	140				
13594	GUCHA SUB DISTRICT HOSPITAL	KISII	BOMACHOGE CACHE	125				
13814	MISESI SUB COUNTY HOSPITAL	KISII	BOMACHOGE CACHE	127				
13985	OMOREMBE SUB COUNTY HOSPITAL	KISII	BOMACHOGE CACHE	140				
13631	IYABE SUB DISTRICT HOSPITAL	KISII	BONCHARI	121				
13892	NYAMAGUNDO SUB COUNTY HOSPITAL	KISII	BONCHARI	317				
21018	KISII COUNTY BEYOND ZERO MOBILE CLINIC	KISII	KITUTU CACHE NORTH	111				
13772	MARANI SUB DISTRICT HOSPITAL	KISII	KITUTU CACHE NORTH	95				
20619	OASIS SPECIALIST HOSPITAL	KISII	KITUTU CACHE NORTH	111				
13515	BOSONGO HOSPITAL	KISII	KITUTU CACHE SOUTH	95				
13567	GETEMBE HOSPITAL	KISII	KITUTU CACHE SOUTH	95				
13603	HEMA HOSPITAL	KISII	KITUTU CACHE SOUTH	111				

13620	IRANDA SUB COUNTY REFERRAL HOSPITAL	KISII	KITUTU CHACHE SOUTH	112				
13703	KISII LEVEL V HOSPITAL	KISII	KITUTU CHACHE SOUTH	111				
25454	MEDIFORTE HOSPITAL LIMITED	KISII	KITUTU CHACHE SOUTH	111				
13925	NYANGENA HOSPITAL	KISII	KITUTU CHACHE SOUTH	116				
21820	PERUJA HOSPITAL MOSOCHO	KISII	KITUTU CHACHE SOUTH	116				
14028	RAM HOSPITAL	KISII	KITUTU CHACHE SOUTH	111				
13527	CHRISTAMARRIANNE HOSPITAL	KISII	NYARIBARI CHACHE	107				
13612	IBENO SUB DISTRICT HOSPITAL	KISII	NYARIBARI CHACHE	135				
13680	KEUMBU SUB DISTRICT HOSPITAL	KISII	NYARIBARI CHACHE	128				
13696	KIOGORO HEALTH CENTER	KISII	NYARIBARI CHACHE	132				
13564	GESUSU SUB DISTRICT HOSPITAL	KISII	NYARIBARI MASABA	131				
13611	IBACHO SUB DISTRICT HOSPITAL	KISII	NYARIBARI MASABA	139				
13683	KIAMOKAMA SUB COUNTY HOSPITAL	KISII	NYARIBARI MASABA	124				
13783	MASIMBA SUB DISTRICT HOSPITAL	KISII	NYARIBARI MASABA	126				
13903	NYAMASIBI SUB COUNTY HOSPITAL	KISII	NYARIBARI MASABA	110				
13550	ETAGO SUB- DISTRICT HOSPITAL	KISII	SOUTH MUGIRANGO	157				
13847	NDURU SUB DISTRICT HOSPITAL	KISII	SOUTH MUGIRANGO	143				
14131	SUGUTA SUB COUNTY HOSPITAL	KISII	SOUTH MUGIRANGO	143				
14139	TABAKA MISSION HOSPITAL	KISII	SOUTH MUGIRANGO	143				

	SUB TOTAL- HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KISII	45	160	205	3285				
KISII COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

KISUMU COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
KISUMU COUNTY								
K4201	KISUMU EAST SUB COUNTY	KISUMU	KISUMU EAST	5				
K4202	KISUMU WEST SUB COUNTY	KISUMU	KISUMU WEST	14				
K4204	NYAKACH SUB COUNTY	KISUMU	NYAKACH	54				
K4205	NYANDO SUB COUNTY	KISUMU	NYANDO	38				
13465	AGA KHAN HOSPITAL (KISUMU)	KISUMU	KISUMU CENTRAL	2				
20965	BEYOND ZERO MOBILE CLINIC- KISUMU	KISUMU	KISUMU CENTRAL	2				

13704	KISUMU DISTRICT HOSPITAL	KISUMU	KISUMU CENTRAL	2				
13738	LUMUMBA SUB-COUNTY HOSPITAL	KISUMU	KISUMU CENTRAL	3				
13807	MIGOSI SUB-COUNTY HOSPITAL	KISUMU	KISUMU CENTRAL	3				
13939	NYANZA PROVINCIAL (PGH)-JARAMOGI(JOOTRH)	KISUMU	KISUMU CENTRAL	2				
17376	VICTORIA SUB DISTRICT HOSPITAL	KISUMU	KISUMU CENTRAL	5				
13647	GITA SUB COUNTY HOSPITAL	KISUMU	KISUMU EAST	8				
22354	KISUMU SPECIALIST HOSPITAL	KISUMU	KISUMU EAST	2				
13808	MILIMANI HOSPITAL	KISUMU	KISUMU EAST	2				
14120	ST. MONICA HOSPITAL	KISUMU	KISUMU EAST	2				
20123	AVENUE HOSPITAL KISUMU	KISUMU	KISUMU WEST	2				
13528	CHULAIMBO SUB DISTRICT HOSPITAL	KISUMU	KISUMU WEST	19				
18414	MASABA HOSPITAL KISUMU	KISUMU	KISUMU WEST	9				
13781	MASENO MISSION HOSPITAL	KISUMU	KISUMU WEST	9				
13880	NYAHERA SUB DISTRICT HOSPITAL	KISUMU	KISUMU WEST	13				
13954	OBER KAMOTH SUB COUNTY HOSPITAL	KISUMU	KISUMU WEST	13				
13971	OJOLA SUB COUNTY HOSPITAL	KISUMU	KISUMU WEST	9				
14017	PORT FLORENCE CLINIC	KISUMU	KISUMU WEST	4				
21766	ST. JAIRUS HOSPITAL	KISUMU	KISUMU WEST	4				
13785	MASOGO SUB DISTRICT HOSPITAL	KISUMU	MUHORONI	91				

13831	MUHORONI DISTRICT HOSPITAL	KISUMU	MUHORONI	62				
13928	NYANG'OMA SUB COUNTY HOSPITAL	KISUMU	MUHORONI	69				
13657	KATITO SUB COUNTY HOSPITAL	KISUMU	NYAKACH	55				
13864	NYABONDO MISSION HOSPITAL	KISUMU	NYAKACH	57				
13921	NYAKACH SUB COUNTY HOSPITAL	KISUMU	NYAKACH	52				
13899	NYAMARIMBA SUB COUNTY HOSPITAL	KISUMU	NYAKACH	56				
14096	SONDU SUB COUNTY HOSPITAL	KISUMU	NYAKACH	55				
13468	AHERO DISTRICT HOSPITAL	KISUMU	NYANDO	24				
13923	NYANGANDE SUB COUNTY HOSPITAL	KISUMU	NYANDO	69				
14020	RABUOR SUB COUNTY HOSPITAL	KISUMU	NYANDO	13				
13714	KOMBEWA DISTRICT HOSPITAL	KISUMU	SEME	82				
13770	MANYUANDA SUB-COUNTY HOSPITAL	KISUMU	SEME	26				
13810	MIRANGA SUB DISTRICT HOSPITAL	KISUMU	SEME	26				
	SUB TOTAL – HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
KISUMU	38	204	242	1480				
KISUMU COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

MIGORI COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
MIGORI COUNTY								
K4401	AWENDO SUB COUNTY	MIGORI	Awendo	154				
K4407	URIRI SUB COUNTY	MIGORI	Uriri	159				
K4406	RONGO SUB COUNTY	MIGORI	Rongo	343				
K4405	NYATIKE SUB COUNTY	MIGORI	Nyatike	141				
1E+06	SUNA WEST SUBCOUNTY	MIGORI	SUNA WEST	175				
K4410	SUNA EAST SUB COUNTY	MIGORI	SUNA EAST	175				
K4404	MIGORI SUB COUNTY	MIGORI	Migori	173				
K4403	KURIA WEST SUB COUNTY	MIGORI	Kuria West	190				
K4402	KURIA EAST SUB COUNTY	MIGORI	Kuria East	200				
13492	AWENDO SUB-DISTRICT HOSPITAL	MIGORI	AWENDO	154				
13663	KEGONGA DISTRICT HOSPITAL	MIGORI	KURIA EAST	200				
21467	MOTHERSOLBRIT HOSPITAL	MIGORI	KURIA EAST	200				
13858	NTIMARU SUB-DISTRICT HOSPITAL	MIGORI	KURIA EAST	215				

24235	WIMA HOSPITAL	MIGORI	KURIA EAST	201				
13625	ISIBANIA SUB-DISTRICT HOSPITAL	MIGORI	KURIA WEST	195				
13726	KURIA DISTRICT HOSPITAL	MIGORI	KURIA WEST	190				
20020	ST AKIDIWA MINDIRA HOSPITAL - MABERA	MIGORI	KURIA WEST	184				
13970	OJELE MEMORIAL HOSPITAL	MIGORI	MIGORI	186				
14014	PASTOR MACHAGE MEMORIAL HOSPITAL	MIGORI	MIGORI	177				
13656	KARUNGU SUB-DISTRICT HOSPITAL	MIGORI	NYATIKE	162				
13745	MACALDER SUB-DISTRICT HOSPITAL	MIGORI	NYATIKE	170				
14103	ST CAMILLUS MISSION HOSPITAL	MIGORI	NYATIKE	141				
14058	RONGO DISTRICT HOSPITAL	MIGORI	RONGO	343				
21776	MIGORI COUNTY BEYOND ZERO MOBILE CLINIC	MIGORI	SUNA EAST	173				
13805	MIGORI DISTRICT HOSPITAL	MIGORI	SUNA EAST	173				
14110	ST JOSEPH MISSION HOSPITAL	MIGORI	SUNA EAST	172				
23755	NEOCARE MEMORIAL HOSPITAL	MIGORI	URIRI	172				
14003	OTHORO SUB DISTRICT HOSPITAL	MIGORI	URIRI	165				
SUB-TOTAL – HOSPITALS								
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			

MIGORI	28	213	241	2483	
MIGORI COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX				

NYAMIRA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
NYAMIRA COUNTY								
K4604	NYAMIRA SOUTH SUB COUNTY	NYAMIRA	Nyamira South	92				
K4605	NYAMIRA NORTH SUB COUNTY	NYAMIRA	Nyamira North	78				
K4601	BORABU SUB COUNTY	NYAMIRA	Borabu	105				
13692	KIJAURI SUB DISTRICT HOSPITAL	NYAMIRA	BORABU	105				
13766	MANGA DISTRICT HOSPITAL	NYAMIRA	MANGA	95				
13924	NYANGENA SUB DISTRICT HOSPITAL	NYAMIRA	MANGA	116				
13548	ESANI SUB DISTRICT HOSPITAL	NYAMIRA	MASABA NORTH	100				
13678	MASABA DISTRICT HOSPITAL	NYAMIRA	MASABA NORTH	114				
13540	EKERENYO SUB DISTRICT HOSPITAL	NYAMIRA	NYAMIRA NORTH	78				
13916	NYAMUSI SUB DISTRICT HOSPITAL	NYAMIRA	NYAMIRA NORTH	68				

21352	BEYOND ZERO MOBILE CLINIC- NYAMIRA COUNTY	NYAMIRA	NYAMIRA SOUTH	92				
13912	NYAMIRA DISTRICT HOSPITAL	NYAMIRA	NYAMIRA SOUTH	92				
	SUB-TOTAL PRIMARY HEALTH FACILITIES							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
NYAMIRA	12	155	167	1418				
NYAMIRA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

SIAYA COUNTY								
TONNAGE/BID PRICE(KSHS)								
Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
SIAYA COUNTY								
K4102	GEM SUB COUNTY	SIAYA	Gem	42				
K4101	BONDO SUB COUNTY	SIAYA	Bondo	63				
K4107	ALEGO USONGA SUB COUNTY	SIAYA	Alego Usonga	67				
K4104	SIAYA SUB COUNTY	SIAYA	Alego Usonga	66				
13493	BAMA HOSPITAL	SIAYA	ALEGO USONGA	66				

14063	RWAMBWA SUB COUNTY HOSPITAL	SIAYA	ALEGO USONGA	100				
21021	SIAYA COUNTY REFERRAL BEYOND ZERO MOBLE CLINIC DISPENSARY	SIAYA	ALEGO USONGA	66				
14080	SIAYA COUNTY REFERRAL HOSPITAL	SIAYA	ALEGO USONGA	66				
13507	BONDO COUNTY REFERRAL HOSPITAL	SIAYA	BONDO	63				
13588	GOT-AGULU SUB COUNTY HOSPITAL	SIAYA	BONDO	97				
14165	UYAWI SUB COUNTY HOSPITAL	SIAYA	BONDO	80				
13618	INUKA HOSPITAL & MATERNITY HOME	SIAYA	GEM	66				
14064	SAGAM COMMUNITY HOSPITAL	SIAYA	GEM	66				
14175	YALA SUB COUNTY HOSPITAL	SIAYA	GEM	42				
13747	MADIANY SUB COUNTY HOSPITAL	SIAYA	RARIEDA	78				
14156	UKWALA SUB- COUNTY HOSPITAL	SIAYA	UGENYA	92				
13476	AMBIRA SUB COUNTY HOSPITAL	SIAYA	UNGUJA	78				
14085	SIGOMERE SUB COUNTY HOSPITAL	SIAYA	UNGUJA	86				
	SUB TOTAL- HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSA RIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
SIAYA	18	208	226	3875				
SIAYA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

VIHIGA COUNTY

TONNAGE/BID PRICE(KSHS)

Facility Code	Facility Name	County	Sub-County	Estimated Distance	3	7	10	15
VIHIGA COUNTY								
K3801	EMUHAYA SUB COUNTY	VIHIGA	Emuhaya	34				
K3807	LUANDA SUB COUNTY	VIHIGA	LUANDA	34				
K3803	SABATIA SUB COUNTY	VIHIGA	Sabatia	57				
K3804	VIHIGA SUB COUNTY	VIHIGA	Vihiga	24				
K3802	HAMISI SUB COUNTY	VIHIGA	Hamisi	30				
15894	HAMISI SUB DISTRICT HOSPITAL	VIHIGA	HAMISI	30				
15913	JUMUIA FRIENDS HOSPITAL KAIMOSI	VIHIGA	HAMISI	30				
15876	EMUHAYA SUB DISTRICT HOSPITAL	VIHIGA	LUANDA	34				
15946	KIMA MISSION HOSPITAL	VIHIGA	LUANDA	32				
16097	SABATIA EYE HOSPITAL MISSION	VIHIGA	SABATIA	55				
24671	VIHIGA PRIVATE GENERAL AND MARTERNITY HOSPITAL	VIHIGA	SABATIA	24				
21767	MUNG'OMA HOSPITAL	VIHIGA	VIHIGA	23				
21872	VIHIGA COUNTY BEYOND ZERO CLINIC	VIHIGA	VIHIGA	24				

16157	VIHIGA DISTRICT HOSPITAL	VIHIGA	VIHIGA	24				
	SUB- TOTAL HOSPITALS							
COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)			
VIHIGA	14	100	114	986				
VIHIGA COUNTY - GRAND TOTAL BID PRICE	KSHS.XXXXXXXXXXXXXX XX							

PRICE SCHEDULE FOUR (4): DISTRIBUTION OF HPTS FROM KISUMU DEPOT TO HEALTH FACILITIES WITHIN KISUMU REGION

REGIONS	COUNTY NAME	HOSPITALS	HEALTH CENTRES/DISPENSARIES	TOTAL FACILITIES PER COUNTY	ESTIMATED DISTANCE	BID PRICE PER COUNTY (KSHs)
KISUMU	BUNGOMA	19	207	226	3186	
	BUSIA	17	118	135	2964	
	HOMABAY	26	277	303	3480	
	KAKAMEGA	33	256	289	3392	
	KISII	45	160	205	3285	
	KISUMU	38	204	242	1480	
	MIGORI	28	213	241	2483	
	NYAMIRA	12	155	167	1418	

	SIAYA	18	208	226	3875	
	VIHIGA	14	100	114	986	
	SUB-TOTAL					

GRAND TOTAL

- All Bid prices shall be progressive depending on tonnage and distance.
- Bidders **MUST** bid for all the 3 regions. Bidders who do not bid for all the regions shall be disqualified.
- Bidder is eligible to win only one region.
- Successful bidder shall be offered (3) years contract.
- Price quoted must be inclusive of taxes.
- For purposes of price comparison and award, the rate for 10 Ton trucks for direct deliveries shall be applicable. The grand total shall comprise the sum of 10 Ton truck rates and Primary Health Facilities (PHFs) rate within the County.

PROGRAM COMODITIES DISTRIBUTION			
NAIROBI 1			
County	SCHEDULE 1- PHFS&HOSP		SCHEDULE 2- PHFS&HOSP
	(Program Orders)		(Program Orders)
	NO. OF FACILITIES	X-NBI - SMALL LOADS 3 TONS	X-NBI -SMALL LOADS 7 TONS
Samburu	92		
Embu	161		
Tharaka	130		
Meru	329		
Isiolo	46		
Garissa	155		
Marsabit	136		
Mandera	122		
Wajir	149		
TOTAL			
NAIROBI 2			
County	SCHEDULE 1- PHFS&HOSP		SCHEDULE 2- PHFS&HOSP
	(Program Orders)		(Program Orders)
	NO. OF FACILITIES	X-NBI - SMALL LOADS 3 TONS	X-NBI -SMALL LOADS 7 TONS
West Pokot	154		
Turkana	244		
Elgeyo Marakwet	134		

Baringo	174		
Nakuru	475		
Narok	199		
Kiambu	443		
Kirinyaga	157		
Laikipia	148		
Muranga	273		
Nyandarua	136		
Nyeri	241		
Kajiado	255		
Machakos	330		
Nairobi	804		
TOTAL			

KISUMU REGION						
	SCHEDULE 1- (PHFS&HOSP)Program Orders		SCHEDULE 2- (PHFS&HOSP)Program Orders	SCHEDULE 3- (PHFS&HOSP)Program Orders		SCHEDULE 4- (PHFS&HOSP)Program Orders
COUNTY	NO. OF FACILITIES	X- KISUMU- SMALL LOADS 3 TONS	X-KISUMU-SMALL LOADS 7 TONS	NO. OF FACILITIES(PHFS&HOSPITALS)	X-NBO To KISUMU REGION- SMALL LOADS 3 TONS	X-NBO To KISUMU REGION-SMALL LOADS 7 TONS
Bomet	171			171		
Busia	83			83		
Bungoma	181			181		
Homabay	175			175		
Kakamega	360			360		
Kericho	229			229		
Kisii	223			223		
Kisumu	239			239		
Migori	270			270		
Nandi	121			121		
Nyamira	122			122		

Siaya	148			148		
Transnzoia	137			137		
Uasin Gishu	157			157		
Vihiga	108			108		
TOTAL						

NOTE:

- All Bid prices shall be progressive depending on tonnage and distance.
- Bidders **MUST** bid for all the 3 regions. Bidders who do not bid for all the regions shall be disqualified.
- Bidder is eligible to win only one region.
- Successful bidder shall be offered (3) year contract.
- Price quoted must be inclusive of taxes.
- For purposes of price comparison and award, the rate for 10 Ton trucks for direct deliveries shall be applicable. The grand total shall comprise the sum of 10 Ton truck rates and Primary Health Facilities (PHFs) rate within the County.

1. Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment in puts].

2. Work Plan

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].

3. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer

Information Form] For the attention of Tenderer's Authorized Representative

Name:[insert Authorized Representative's name]

Address:[insert Authorized Representative's Address]

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

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

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

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Procuring Entity:[insert the name of the Procuring Entity]

Contract title: [insert the name of the contract]

ITT No:[insert ITT reference number from Procurement Plan]

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

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

Name:	[insert name of successful Tenderer]
--------------	--------------------------------------

Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

ii). **Other Tenderers** *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:*[insert full name of person, if applicable]*

Title/position:*[insert title/position]*

Agency:*[insert name of Procuring Entity]*

Email address: *[insert email address]*

If your request for a debriefing is received within the 3 Business Days deadline, we shall provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we shall notify you and confirm the date that the extended Standstill Period shall end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing shall take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we shall provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by *[insert date and time]*.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement- related Complaint as follows:

Attention:[insert full name of person, if applicable]

Title/position: [insert title/position]

Agency:[insert name of Procuring Entity]

Email address: [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand Still Period and received by us before the Stand Still Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke)

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated*[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the tender document.

Please return the attached Contract duly signed

Authorized Signature:.....

....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4 FORM OF CONTRACT

[Form head paper of the Procuring

Entity] **LUMP SUM**

REMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[**Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which shall be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: [**Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Subcontractors
Appendix D: Breakdown of Contract Price
Appendix E: Services and Facilities Provided by the Procuring Entity
2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____[*name of Procuring Entity*]

_____[*Authorized Representative*]

For and on behalf of [*name of Service Provider*]

_____[*Authorized Representative*]

[**Note** :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

.....[*name of member*]

.....[*Authorized Representative*]

..... [*name of member*]

.....[*Authorized Representative*]

4 FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in*

this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:*[Insert identification No if this is a Tender for an alternative]* **Date:***[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

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

We have been informed that____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]*(hereinafter called "the Applicant") has submitted or shall submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_____under Request for Tenders No. _____("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

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

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee shall expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

5 FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall*

fill in this Tender Bond Form in accordance with the instructions indicated.] BOND NO.

BY THIS BOND *[name of Tenderer]* as Principal (herein after called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in Kenya**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[amount of Bond]**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or shall submit a written Tender to the Procuring Entity dated the day of _____, 20_____, for the supply of *[name of Contract]* (herein after called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

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

The Surety hereby agrees that its obligation shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrelative names this _____ day of _____ 20_____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....*[date (as day, month and year)]*

ITT No.:*[number of Tendering process]*

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

To:..... *[complete name of Procuring Entity]* We, the undersigned,

declare that: We understand that, according to your conditions, Tenders must be supported by a

Tender-Securing Declaration.

We accept that we shall automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider shall be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, over heads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These are provided under appendices A to D

SECTION 7: SCHEDULE OF REQUIREMENTS

1 Introduction

The following technical information and instructions should be read carefully prior to completing your tender, together with any instructions specific to this invitation

2 Scope

KEMSA requires Transport Services for **the distribution of HPTs from KEMSA warehouses in Nairobi and Regional Depots, to Regional, County, Sub-County, Hospitals and PHFs countrywide. Bids are therefore invited for provision of transport services to various facilities as described in the Price Schedules (Section XX).**

3 Facility Information

Facilities are operational from 0800HRS to 1700HRS each weekday (excluding public holidays). However, special opening days and hours for urgent and emergency orders. Bidders are encouraged to familiarise themselves with such unique circumstances.

Under normal circumstances delivery should be done within normal working hours unless where arrangements are made with the facility.

As a result, drivers are expected to wait no more than 15 minutes beyond the expected facility offload period indicated below:

Expected Offload Period in case of medical commodities supply:

- Hospitals: 1 hour
- PHFs: 30 minutes

At a minimum, the following activities are to be performed during the off-loading process:

- Relevant facility representative to be located
- HPTs offloaded onto a dry, sheltered area as indicated by facility staff
- Boxes checked for damages
- Signing and stamping of relevant delivery documents by the facility staff (proof of delivery)
- Uploading receiver credentials in the EPOD App.

4 Frequency of Deliveries

Delivery to both hospitals and Primary Health Facilities will generally be on quarterly basis per county. However, this will depend on availability of orders from the Counties. Deliveries to KEMSA depots will be as and when necessary, depending on organizational circumstances.

In addition, there will be deliveries for commodities under special medical programmes or during emergencies.

5 Load Size and Weights

- Hospitals-10-28 tonnes,
- Health centres/Dispensaries -0.5-1 tonnes

Volumes / weight shall vary considerably depending on the nature of the product and value of the order.

Depending on the load size and urgency, HPTs for various facilities within a route may be combined into one consignment to form an economic route.

6 Bidding for Transport Services

The quotation for the provision of this service should be given as shown in “Price Schedule A”. Bidders should complete the relevant columns of “Price Schedule A”, indicating the cost of transporting a load of the indicated weight (or equivalent cubic capacity) to the specified destinations in vehicles having a closed and sealed body based on HPTs ordered by the facilities.

Bidders shall bid for transport to all counties in their preferred zone. Award will be based on the most responsive tenderer in each of the zone.

The price should be inclusive of:

- (i) Waiting costs,
- (ii) Hire of security where applicable
- (iii) Fuel and maintenance costs
- (iv) Insurance,
- (v) Loading and Offloading cost,
- (vi) Distance,
- (vii) Volumes,
- (viii) Tonnage,
- (ix) Depreciation/Wear & Tear
- (x) Special handling costs
- (xi) Terrain
- (xii) Licenses,
- (xiii) Certification,
- (xiv) Backorders
- (xv) Driver Salary and allowances

Deliveries to Hospitals

Pricing for hospital deliveries shall be destination based per KM per Ton. One must quote per facility for all categories of vehicles as indicated in the price schedule.

Prices will be compared against current Automobile Association of Kenya (Customized KEMSA Rate Card) rates of a similar category of a vehicle of 5 years old.

Distribution to Primary Health Facilities

This will be based on a county coverage, that is, distribution to all facilities within the county as indicated under each County. Where more or fewer facilities are served in any county, a prorated method of charging will apply.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever

possible) Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable.

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date shall be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

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

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

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

If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity, has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;

c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance shall be paid by the Service Provider. The amount to be paid shall be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the

Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so, allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, shall be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments shall be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated in the **SCC**.

6.6 Price Adjustment

- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoiced ate and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n shall be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

- 6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

- 6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of

the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defect corrected, the Service Provider shall pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clauses shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all s relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

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

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

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

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

8.6 Failure to Comply with Arbitrator's Decision

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

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

B. SPECIAL CONDITIONS OF THE CONTRACT

Transport companies must comply and confirm their agreement with the following conditions governing transportation of the HPTs distributed by KEMSA

1. Pharmaceuticals, HPTs and Equipment are of high value and easily damaged or contaminated. The transporter is required to provide adequate security and to take appropriate precautions to prevent contamination of the HPTs while in transit and to insure the HPTs while in their care.
2. Transporters will be required to agree and manage efficient vehicle schedules, routing and utilisation with respect to KEMSA's delivery schedules in order to minimise costs. Bidders should present as part of their submission an operational plan and methodology statement.
3. The vehicles/trucks to be used in the transportation of HPTs shall not be used to transport industrial chemicals, veterinary drugs for external use, agrochemicals or other prohibited substances.
4. All vehicles used in transportation of temperature-controlled HPTs must undergo routine calibration for temperature and humidity by KEBS or any other certified authority to ensure compliance.
5. Prior to every journey, KEMSA will issue a way bill and a distribution list summarizing the commodities, destination, and consignee.
6. The transporter will be expected to load the HPTs into the vehicle and sign delivery documents before departure.
7. Transporters must inform KEMSA as soon as possible of any delays in transit due to breakdown, accident or otherwise. In case of need, replacement of vehicles has to be arranged immediately by the transporter.
8. At the destination, KEMSA Delivery Notes, Waybills must be duly signed and stamped, and the EPOD Application uploaded showing name of authorized receiver, employment and ID numbers, and date. The Transporter must leave a copy of the waybill and the delivery note with the receiver and return a copy of the signed waybill together with the delivery note to KEMSA.
9. The transporter/driver shall ensure proper remarks from the consignee as to the quantity and condition of commodities delivered.
10. Where applicable, KEMSA will install e-locks for security and tracking of HPTs and data loggers for temperature monitoring. The transporter is obliged to ensure security of these gadgets and timely return of the same upon completion of delivery. Loss or damage of these gadgets will attract surcharge to the transporter.
11. Any discrepancy/complaint MUST be communicated to the KEMSA contact centre **0111035800** while the driver is still at the facility.
12. Losses due to omission, negligence, theft or any other cause during transit remain the full responsibility of the transporter as per the terms of the contract. The full value of such loss will be recovered from the contractor.
13. Any loss of HPTs in transit due to *force majeure* e.g., accidents, hijacking, fire, civil strife must be supported by official police report, and authoritative investigative report. HPTs in transit insurance covering such risks shall be taken by the contractor.
14. The HPTs belong to KEMSA and shall not be handed over to any other party rather the one indicated in the delivery documents. Where a facility is not operational or is temporarily closed or cannot be accessed because of certain environmental factors, the distribution department should be consulted to advice on the way forward.
15. Fraud, theft by the contractor or collusion with KEMSA or facility staff to defraud, divert supplies or falsify documents will lead to automatic cancellation of the contract in addition to any other legal and administrative actions.
16. Transporters will be required to embrace modern fleet management technology with shared visibility with KEMSA.
17. All payments will be supported with copies of waybills.
18. Prior to commencement of the contract, KEMSA and the Transporter will sign a **Service Level Agreement** detailing acceptable Performance Levels for availability of vehicles, transit time, proof of delivery (POD) return period and any other issues which may arise. Performance Evaluation against key performance indicators as listed in the service level agreement (SLA) will be carried out on quarterly basis and the same shared with the contractor.

KEMSA reserves the right to withdraw in whole or in part, should the transporter be unable to maintain the required Performance Levels as agreed in the Service Level Agreement for two subsequent quarters.

19. Award of contract will be based on the set criteria.

20. Contractors will be limited to one zone each depending on capacity, relevant experience in the region and past satisfactory performance where applicable.

21. The duration of the contract shall be three (3) years.

22. Where reverse logistics is required, the same condition and prices shall apply.

6.2.1 The driver is the logistics provider's staff member allocated to drive the vehicle from source to destination(s). He is ultimately responsible for practicing good driving techniques and ensures safety of the cargo. The driver is responsible for the completion of the necessary paperwork as proof of delivery.

6.2.2 Vehicles and equipment used to distribute, store, or handle HPTs products should be suitable for their use and appropriately protective of the products to prevent exposure to conditions that could affect their stability and packaging integrity, and prevent contamination of any kind. Vehicles, equipment, and drivers will be inspected by KEMSA Distribution and Quality Assurance staff during each pickup. The mandatory Driver/Vehicle checklist is identified in section 15.

6.2.3 The design and use of vehicles and equipment must aim to minimize the risk of errors and permit effective cleaning and/or maintenance, in order to avoid contamination, build-up of dust or dirt and/or any adverse effect on the quality of HPTs products being distributed.

6.2.4 Vehicles, containers and equipment should be kept clean and dry and free from accumulated waste.

6.2.5 Where special storage conditions (e.g. maintenance of cold chain and/or relative humidity), different from or limiting the expected environmental conditions, are required during transit these should be provided, checked, monitored and recorded and submitted to the procuring entity. The procuring entity shall review the recorded monitoring data to assess whether required storage conditions have been met.

6.2.6 Where Cold chain vehicles are used, they should be able to maintain temperatures range of minus (–) 20 degrees and 8 degrees. This will be validated as part of technical valuation, hence the vehicle together with ownership documents should be availed to KEMSA when required. The vehicle must be fitted with a compatible three phase power supply for use when not in motion

6.2.7 The prospective service provider is expected to provide a comprehensive technical proposal that shall address the following as a minimum:

1. Trucking capacity: This will include 4x4 delivery pickups, delivery vans and trucks of between 3-28 Tons, Motor Bikes, and air transport. At least 10 vehicles of between 7-15Tons in this category is required for one to qualify. Copies of log books, and valid insurance certificates to be attached.
2. Relevant experience in the supply chain business and similar business, providing relevant references.
3. Operational plan: a comprehensive operational plan that will include but not limited to:
 - a) Management structure specific to the proposal
 - b) Ramp-up/mobilization plan
 - c) Execution plan including risk management
 - d) Monitoring and evaluation
 - e) Tracking
4. Compliance to legal/ statutory and regulatory requirements is mandatory
5. Other certifications that demonstrate operational excellence

23.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(v)	Project Manager is _____
1.1(d)	The contract name is _____.
1.1(g)	The Procuring Entity is _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Procuring Entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Email address _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle _____</p> <p>(ii) Third Party liability _____</p> <p>(iii) Procuring Entity's liability and workers' compensation _____</p> <p>(iv) Professional liability _____</p> <p>(v) Loss or damage to equipment and property _____</p>
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: _____ (indicate milestone and/or percentage) _____ _____ (indicate milestone and/or percentage) _____ and _____ (indicate milestone and/or percentage) _____ <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification shall be deemed to have been provided, and the progress payment shall be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A_L is _____</p> <p style="padding-left: 40px;">B_L is _____</p> <p style="padding-left: 40px;">C_L is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	A_F is _____ B_F is _____ C_F is _____ L_{mc} and L_{oc} are the index for Labor from _____ I_{mc} and I_{oc} are the index for _____ from _____
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
9.1	The designated Appointing Authority for a new Adjudicator is _____
9.2	The Adjudicator is _____. Who shall be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____

6.3 Transportation of HPTs in Transit

- 6.3.1 KEMSA shall communicate to the Transporter all relevant conditions for storage and transportation. The Transporter should ensure adherence to these requirements throughout transportation.
- 6.3.2 The Transporter shall store and transport HPTs in accordance with procedures in such a way that:
- the identity of the product is not lost;
 - the product does not contaminate and is not contaminated by other products;
 - adequate precautions are taken against spillage, breakage, misappropriation and theft; and
 - Appropriate temperature and relative humidity conditions are maintained in the case of HPTs products, as appropriate, e.g. using cold chain for thermo labile products.
- 6.3.3 The Transporter shall ensure that spillages are cleaned as soon as possible to prevent possible contamination, cross-contamination and hazards. Such occurrences should be communicated to KEMSA.
- 6.3.4 Products containing toxic and/or flammable substances should be stored and transported in suitably designed, separate and closed containers.
- 6.3.5 The interior of vehicles and containers should remain clean and dry while HPTs products are in transit.
- 6.3.6 The Transporter must provide sufficient security to prevent theft and other misappropriation of products. Steps should be taken to prevent unauthorized access to HPTs products being transported.
- 6.3.7 Damage to containers , accidents and any other event or problem which occurs during transit must be recorded and reported to the procuring entity.

I/We agree to abide with the above conditions.

Name of Applicant (Officer).....

Authorised Signature.....

Position in the Company/Title..... Date -----

C. FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity

should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 - (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

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

of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_____of_____20_.

SIGNED ON_____on behalf

of by_____in the capacity

of In the presence of

SIGNED ON_____on behalf

of By_____in the capacity

of In the presence of.....

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier
code] [Guarantor letter head or SWIFT
identifier code]

Beneficiary: _____[Insert name and Address of Procuring Entity]

Date: _____[Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____[Insert guarantee reference

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

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of __()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.: _____ [insert identification

no] Name of the Assignment: _____ [insert name of the assignment]

to: _____ [insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

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

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

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

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

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

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

