



INTERNATIONAL OPEN TENDER

TENDER NO: GFQ11717

**SUPPLY AND DELIVERY OF STERILE NEEDLE AND SYRINGE
(NSP KIT 2)**

SUBMISSION DEADLINE:

14th October 2020 AT 11.00AM

INVITATION TO TENDER (ITT)

Date: 16/09/2020

1. The Kenya Red Cross Society (KRCS), **Global Fund** project intends to procure Sterile Needle and Syringe with Paraphernalia named NSP Kit 2.
2. The **Kenya Red Cross Society** herewith invites sealed tender (s) for:

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| SUPPLY AND DELIVERY OF STERILE NEEDLE AND SYRINGE (NSP Kit 2). |
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3. This Tender is conducted through the Open Tender procedures specified in the Global Fund's policies on Procurement and Supply Management, 2016.
4. Eligible bidders or their representatives are required to attend a **mandatory pre-bidding session on Tuesday, September 29th 2020 at 10.00 a.m.** to familiarize with the scope of the tender. Bidders are required to register with their details to tenders@redcross.or.ke and thereafter, a zoom link will be shared after which they will be guided on the scope of the tender. Bidders who do not attend this mandatory site visit will be disqualified from consideration. A virtual attendance sheet as proof of pre-bidding attendance will be used to determine the same. In case of any queries, please send all correspondence by email to tenders@redcross.or.ke on or before Wednesday, 7th October 2020 Queries and Responses on the tender will be shared through email on or before Thursday, 8th October 2020
5. Interested eligible bidders may inspect and download the bidding documents from **the Kenya Red Cross Society's website at <https://www.redcross.or.ke/Tenders>**
6. Bidders are advised to regularly visit the KRCS website to obtain additional information/addendum on the tender.
7. All bids received **must be accompanied by a Bid Security of Ksh. 2,000,000.00 (Two million Kenya shillings)** in the form of a Bank guarantee from a reputable bank approved by the Public Procurement Oversight Authority **valid for 120 days** from the date of tender opening.
8. Bids without bid security shall be deemed non-responsive and will be disqualified.
9. **Separate** Technical and Financial proposals, properly completed and labelled enclosed in one outer envelope shall be delivered to the address below **on or before 11:00 AM on Wednesday, 14th October 2020.** Late bids shall be rejected. Tenders will be opened at 12.00 noon on the same day in the presence of the bidder's representatives who choose to attend our online tender opening meeting. Interested bidders to confirm participation on mail tenders@redcross.or.ke and thereafter we will share the Zoom link for the meeting.
10. Prices quoted shall include delivery to the KRCS warehouse in Bellevue, Popo Road, off Mombasa Road.
11. All those tenderers who download the document will be required to send a mail to tenders@redcross.or.ke for the purpose of receiving any amendments or additional information.
12. **Location: Physical address, valid postal address and telephone numbers both landline and mobile must be provided**
13. **Bidders must initialize, serialize and stamp the tender document.**
14. **The document to be serialized and Velo bound**

Tenders shall be marked and addressed to the address below which will also be the venue for the tender opening.

**GFQ11717: SUPPLY AND DELIVERY OF STERILE NEEDLE AND SYRINGE (NSP
KIT 2)**

**The Chair Tender Committee
Kenya Red Cross Society
Red Cross Road, Off Popo Road, South C
P O Box 40712-00100
Nairobi**

INSTRUCTIONS TO TENDERERS

A. Introduction

1. Scope of Tender

- 1.1 The Kenya Red Cross Society invites tenders for the supply of Sterile Needle and Syringe **with Paraphernalia named NSP Kit 2** as described in the Schedule of Requirements.
- 1.2 Throughout this tender document, the term “in writing” means communicated in written form (e.g by mail or email) with proof of receipt and “day’ means calendar day. Singular also means plural.

2. Source of Funds

- 2.1 The Kenya Red Cross Society has received funding from the Global Fund towards the cost of the project.

3. Fraud and Corruption

- 3.1 The Kenya Red Cross Society requires that tenderers observe the highest standard of Ethics during the procurement process and execution of contracts. In pursuance of this policy, the Kenya Red Cross Society: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an employee in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Red Cross Society, and includes collusive

4. Eligible Tenderers

- 4.1 This Invitation to Tender is an Open International Tender and is open to all tenderers Successful tenderers shall commit to complete the supply of the **Sterile Needle and Syringe with Paraphernalia named NSP Kit 2** within 4-6 weeks after placement of the order.
- 4.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Red Cross Society to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 under this Invitation to Tender.
- 4.3 Tenderers involved in corrupt and fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

5. Eligible Goods

- 5.1 All Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 to be supplied under the contract shall have their origin in eligible source countries.
- 5.2 For purposes of this clause, “origin” means the place where the Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 are produced. Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.3 The origin of Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 is distinct from the nationality of the tenderer.
- 5.4 The following information pertaining to your proposal **must** be submitted:
- a) Manufacturer
 - b) Country of Origin
 - c) Warranty
 - d) Estimated delivery time (must be within 4-8 weeks)
 - e) The price quoted should be Delivered Duty Unpaid (DDU) to the Kenya Red Cross Society’s Logistics Center, South C, Bellevue, Popo Road, off Mombasa Road. KRCS shall provide Duty and Vat (Not RDL) exemption documents to assist in clearance of the Sterile Needle and Syringe with Paraphernalia upon the bidders’ submission of the following shipping documents **four weeks** prior to delivery of the consignment:
 - 1) Copy of Airway Bill (AWB) for Airfreight and Copy of Bill of Lading for Sea freight indicating Kenya Red Cross Society as the consignee;
 - 2) Detailed Packing List (Specify full details of the items awarded);
 - 3) Certificate of Conformity
 - 4) Certificate of Origin; and
 - 5) Commercial/Proforma Invoice;

6. Cost of Tendering

- 6.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya Red Cross Society, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7. Tender Document

- 7.1 Complete tender documents in English detailing the requirements may be obtained from the **Kenya Red Cross Society website** at <https://www.redcross.or.ke/Tenders>
- 7.2 **The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender document.** Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender document in every respect will be at the tenderers risk and may result in the rejection of its tender.

8. Clarification of Documents

- 8.1 A prospective tenderer requiring any clarification of the tender document may notify the Kenya Red Cross Society by email at tenders@redcross.or.ke. The Kenya Red Cross Society will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Red Cross Society i.e **7th of October 2020**. Written copies of the Society's response (including an explanation of the query but without identifying the source of enquiry) will be uploaded to the website on **8th October 2020**.

9. Amendment of Documents

- 9.1 At any time prior to the deadline for submission of tenders, the Kenya Red Cross Society, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment.
- 9.2 All prospective tenderer's that have downloaded the tender document will be notified of the amendment in writing or by email, and will be binding on them. All those tenderers who download the document will be required to send a mail to tenders@redcross.or.ke for the purpose of receiving any amendments or additional information.
- 9.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Red Cross Society, at its discretion, may extend the deadline for the submission of tenders.

10. Language of Tender

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

11. Documents Constituting the Tender

- 11.1 The tender prepared by the tenderer shall comprise the following components:
- (a) Tender Form and a Price Schedule completed (This should be put in the Financial envelope);
 - (b) Tender Security Form duly completed (This should be put in the technical envelope);
 - (c) Manufacturer's authorization for each quoted item duly signed/approved by the Manufacturer;
 - (d) Signed and stamped KRCS Statement of Suppliers
 - (e) Documentary evidence established in accordance with paragraph 13 that the Sterile Needle and Syringe (NSP Kit 2) and ancillary services to be supplied by the tenderer are eligible and conform to the tender documents. **The information should accompany the SAMPLE KITS with Paraphernalia**

named NSP Kit 2 properly labelled which is mandatory

12. Tender Form

12.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender document, indicating the Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 to be supplied, a brief description of the their country of origin, quantity, and price.

13. Tender Prices

13.1 The tenderer shall indicate on the appropriate Price Schedule the unit price and total tender price of the Sterile Needle and Syringe (NSP Kit 2) it proposes to supply under the contract.

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

13.3 The tenderer must also include the Terms of Payment.

13.4 Prices quoted shall include transport cost to Kenya Red Cross Society.

14. Tender Currencies

14.1 Tender Prices shall be quoted in Kenya Shillings (**Ksh**).

15. Qualifications of the Tenderer

15.1 The tenderer shall provide, as part of its tender, documentary evidence to establish the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

15.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya Red Cross Society's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

15.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Red Cross Society's satisfaction:

- (a) that, in the case of a tenderer offering to supply Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the Manufacturer or producer to supply the Sterile Needle and Syringe (NSP Kit 2);
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (d) that the tenderer has a successful performance history; and

16. Documents Establishing Eligibility of Sterile Needle and Syringe (NSP Kit 2) and Conformity to the Tender Document

16.1 The documentary evidence of conformity of the Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 to the tender documents shall be in the form of a brochure or catalogue giving a detailed picture and description of the essential technical of the Sterile Needle and Syringe with Paraphernalia named NSP Kit 2.

17. Period of Validity of Tenders

17.1 Tenders shall remain valid for 120 days after date of tender opening prescribed by the Kenya Red Cross Society. A tender valid for a shorter period shall be rejected as non-responsive. Please indicate in your proposal that it will remain valid for this period.

17.2 In exceptional circumstances, the Kenya Red Cross Society may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer may refuse the request; however, a tenderer granting the request will not be required nor permitted to modify its tender.

18. Format and Signing of Tender

18.1 The Tenderer shall provide a **Technical** and **Financial** Proposal in two separate envelopes clearly marked "**Technical Proposal**" and "**Financial Proposal**" and sealed in one plain envelope clearly marked "**Tender No. GFQ11717 for SUPPLY AND DELIVERY OF STERILE NEEDLE AND SYRINGE (NSP KIT 2)**"

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

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

19. Sealing and Marking of Tenders

19.1 The tenderer shall seal the "**Technical Proposal**" and "**Financial Proposal**" in separate envelopes, duly marking the envelopes as "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**." The envelopes shall then be sealed in an outer envelope.

19.2 The inner and outer envelopes shall:

a) be addressed to the Kenya Red Cross Society at the following address:

GFQ11717: SUPPLY AND DELIVERY OF STERILE NEEDLE AND SYRINGE

(NSP KIT 2)

**The Chair Tender Committee
Kenya Red Cross Society**

Red Cross Road, Off Popo Road, South C
P O Box 40712-00100
Nairobi

(b) Bear the words: **“DO NOT OPEN BEFORE Wednesday, 14th October, 2020 at 11:00 A.M.”**

19.3 The inner envelopes (both Technical and Financial) shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in the event that it is received after the submission date or does not qualify for Financial Evaluation.

19.4 If the outer envelope is not sealed and marked as required, the Kenya Red Cross Society will assume no responsibility for the tender’s misplacement or premature opening.

20. Deadline for Submission of Tenders

20.1 Tenders must be received by the Kenya Red Cross Society at the address specified above not later than **Wednesday, 14th October, 2020 at 11:00 A.M.** Any tender received after the stated opening time and date will be rejected and will be returned unopened to the sender.

20.2 The Kenya Red Cross Society may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the Kenya Red Cross Society and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

20.3 Canvassing by any tenderer will lead to automatic disqualification.

20.4 Any tender received after the deadline for the submission of tenders will be rejected and returned unopened to the tenderer.

21. Modification and Withdrawal of Tenders

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

21.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

21.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

22. Opening of Tenders

- 22.1 The Kenya Red Cross Society will open the Technical Proposals in the presence of tenderers' representatives who choose to attend our **online tender meeting**, at 12.00 noon, **Wednesday, 14th October, 2020**". Interested bidders to confirm participation on mail tenders@redcross.or.ke and thereafter we will share the Zoom link for the meeting.

**Kenya Red Cross Society
Red Cross Road, off Popo Road, South C
NAIROBI.**

- 22.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 22.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as the Kenya Red Cross Society, at its discretion, may consider appropriate, will be announced at the Technical and Financial Proposals opening as may be appropriate.
- 22.4 The Kenya Red Cross Society will prepare minutes of the respective tender openings.
- 22.5 Invitations for the opening of the Financial Proposals will only be sent to those tenderers who qualify in the Technical Proposal.

23. Clarification of Tenders

- 23.1 To assist in the examination, evaluation and comparison of tenders, the Kenya Red Cross Society may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 23.2 Any effort by the tenderer to influence the Kenya Red Cross Society in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

24. Preliminary Examination

- 24.1 All Tenderers shall include the following information and documents with their Technical Proposal, unless otherwise stated. Failure to produce these shall lead to the tender being perceived as non-responsive and the tenderer shall be disqualified from the evaluation process.

Mandatory Requirements

- 1) Copy of valid Certificate of Incorporation/Registration
- 2) Current Tax Compliance Certificate issued by the Kenya Revenue Authority for Local Bidders
- 3) Copy of valid VAT/PIN certificate
- 4) Current Form CR12
- 5) Pharmacy and Poisons Board (PPB) Registration Certificate for the water for

injection and the Needle and Syringe

- 6) Copies of the Audited financial accounts for the last three (3) years 2019, 2018 & 2017 with a statement from the auditors.
 - 7) Manufacturer's Authorization (If tenderer is not a manufacturer), signed and stamped by the manufacturer;
 - 8) Provide evidence of supply of three contracts of **similar** items value of Ksh. 10 million and above within the last three years; (Contracts/Purchase Orders/Reference Orders and contact details of previous supply contracts);
 - 9) Current client testimonials/ reference letters from clients in (8) above
 - 10) Must provide undertaking that the referees can be contacted to provide confidential information about the bidder
 - 11) Duly signed and stamped KRCS Statement of Suppliers;
 - 12) Bid Security of Ksh. 2 million in the form of a Bank guarantee from a reputable bank approved by the Public Procurement Oversight Authority valid for 120 days from the date of tender opening.
 - 13) Brochures and/or catalogues that describes the Sterile Needle and Syringe (NSP kit 2) to be supplied accompanied by a well labeled and marked sample of what has been quoted for. **SAMPLE IS A MUST.**
 - 14) Self-declaration that the bidder has not been debarred from participating in Public Procurement in Kenya as per Section 41 of the PPADA 2015
 - 15) Self-declaration that the bidder has not been convicted of any fraudulent and corrupt practices and the bidder will not engage in any corrupt and fraudulent practice
 - 16) Tender Document must be **initialized, serialized, stamped and velo bound.**
- 24.2 The Kenya Red Cross Society will form an all-inclusive evaluation committee that shall examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 24.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.4 The evaluation committee may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 24.5 Prior to the detailed evaluation, the committee will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender document without material deviations. The committee's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 24.6 If a tender is not substantially responsive, it will be rejected by the evaluation committee and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

EVALUATION CRITERIA

Pursuant to paragraph 24.2 the following **EVALUATION CRITERIA** shall apply;

a. Evaluation Criteria

Evaluation shall be carried out in three stages: preliminary examination of documents confirming conformance with mandatory requirements, technical evaluation of tender and financial evaluation. Only firms meeting mandatory requirements shall qualify for the subsequent stages of evaluation.

Key considerations shall be comprehensive compliance with technical specifications and requirements, demonstrated capability, delivery period, payment terms and warranty provisions. **Technical scores weighted to 100%**. Only firms scoring at least 60 marks out of the total 100 marks in the technical criteria shall be considered responsive and their financial bid envelope opened and evaluated. The tender shall be awarded to the lowest evaluated bidder.

b. Mandatory Requirements.

(To be included in the technical proposal envelop)

- 1) Copy of valid Certificate of Incorporation/Registration
- 2) Current Tax Compliance Certificate issued by the Kenya Revenue Authority for Local Bidders
- 3) Copy of valid VAT/PIN certificate
- 4) Current Form CR12
- 5) Pharmacy and Poisons Board (PPB) Registration Certificate for the water for injection and the Needle and Syringe
- 6) Copies of the Audited financial accounts for the last three (3) years 2019, 2018 & 2017 with a statement from the auditors.
- 7) Manufacturer's Authorization (If tenderer is not a manufacturer), signed and stamped by the manufacturer;
- 8) Provide evidence of supply of three contracts of **similar** items value of Ksh. 10 million and above within the last three years; (Contracts/Purchase Orders/Reference Orders and contact details of previous supply contracts);
- 9) Current client testimonials/ reference letters from clients in (8) above
- 10) Must provide undertaking that the referees can be contacted to provide confidential information about the bidder
- 11) Duly signed and stamped KRCS Statement of Suppliers;
- 12) Bid Security of Ksh. 2 million in the form of a Bank guarantee from a reputable bank approved by the Public Procurement Oversight Authority valid for 120 days from the date of tender opening.
- 13) Brochures and/or catalogues that describes the Sterile Needle and Syringe (NSP kit 2) to be supplied accompanied by a well labeled and marked sample of what has been quoted for. **SAMPLE IS A MUST.**
- 14) Self-declaration that the bidder has not been debarred from participating in Public Procurement in Kenya as per Section 41 of the PPADA 2015
- 15) Self-declaration that the bidder has not been convicted of any fraudulent and corrupt practices and the bidder will not engage in any corrupt and fraudulent practice
- 16) Tender Document must be **initialized, serialized, stamped and velo bound.**

Note: Include all Bid security documents in the technical proposal envelope

c. Technical Proposals 100 marks

The technical proposals shall be evaluated using the following criteria:

- 1) Relevant and specific experience in undertaking similar supply scope for a period on 3 years. Evidence shall include delivery notes or Contract or LPO or invoices of value 10 million and above **25 marks**. (8.3 mks per complete case) 5 to 10 million will earn 5 marks and below 5 million, 2 marks.
- 2) Client testimonials/ Reference letters from clients apart from KRCS for the evidence attached in 1 above. **10 mks** (3.3 mks per case)
- 3) **Technical specifications.**
 - a. Declare extent to which product features meet requirements and specifications outlined in the Technical specifications including the packaging. This will be as per the brochures/catalogues attached alongside the submitted sample
 - b. Meet minimum general requirements. **30 marks.**
- 4) Literature submitted matches the sample from the bidder **5 mks**
- 5) **Delivery period**– 4 to 6 weeks (5 mks), 6 – 8 10 wks (3 mks), 8 – 10 wks (1 mks) over ten weeks 0 mks
- 6) **Terms of payment from date of invoice. 5 marks** (*advance and below 30 days-0 mks, 30 days and above 5mks*)
- 7) **Financial capabilities - 20 marks**

Financial strength of the firm in the last financial year **10 mks**

 - a) *Gross turnover to be twice or more the contract value (5mks)*
 - b) *Return on capital employed (Maximum Number of Point x Highest Percentage/percentage of proposal being evaluated) (3mks)*
 - c) *Positive working capital (current assets - current liabilities) and positive cash flow (2mks)*

Auditors statement on the stability of the bidding firm **10 mks**

Check whether auditor is registered with ICPAK

- a) *Unqualified opinion (10mks)*
- b) *Qualified opinion (4mks)*
- c) *Adverse opinion (1mk)*
- d) *Disclaimer of opinion (0 mks)*

Tenderer scoring 60 and above marks of maximum 100 marks for Technical score shall

proceed to the next level where the financial bid envelop will be opened.

The tender will be awarded to the lowest evaluated bidder.

26. Contacting the Society

- 26.1 No tenderer shall contact the Kenya Red Cross Society on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 26.2 Any effort by a tenderer to influence the Kenya Red Cross Society in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

27. Post-qualification

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

28. Award Criteria

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

29. Kenya Red Cross Society's Right to Vary quantities

- 29.1 The Kenya Red Cross Society reserves the right at the time of contract award to increase or decrease the quantity of Sterile Needle and Syringe with Paraphernalia named NSP Kit 2 originally specified in the Schedule of requirements without any change in unit price or other terms and conditions. Any tenderer whose unit price is based on the award of the entire quantity must specify this in their proposal.

30. Kenya Red Cross Society's Right to Accept or Reject Any or All Tenders

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

31. Notification of Award

- 31.1 Prior to the expiration of the period of tender validity, the Kenya Red Cross Society will notify the successful tenderer in writing that its tender has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Tenderer's furnishing of the performance security, the Kenya Red Cross Society will promptly notify each unsuccessful Tenderer.

32. Signing of Contract

- 32.1 At the same time as the Kenya Red Cross Society notifies the successful tenderer that its tender has been accepted, the Kenya Red Cross Society will send the tenderer the Contract Form incorporating all agreements between the parties.
- 32.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya Red Cross Society.

33. Performance Security

- 33.1 Within fourteen (14) days of the receipt of notification of award from the Kenya Red Cross Society, the successful tenderer shall submit a performance security. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Red Cross Society and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Kenya Red Cross Society.
- 33.2 Failure of the successful tenderer to comply with the requirement of paragraph 32 or paragraph 33 shall constitute sufficient grounds for the annulment of the award, in which event the Kenya Red Cross Society may make the award to the next lowest evaluated Tenderer or call for new tenders.
- 33.3 The proceeds of the performance security shall be payable to the Kenya Red Cross Society as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 33.4 The performance security will be discharged by the Kenya Red Cross Society and returned to the Tenderer not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

34. Inspection and Tests

- 34.1 The Kenya Red Cross Society or its representative shall have the right to inspect and/or to test the Sterile Needle and Syringe (NSP Kit 2) to confirm their conformity to the Contract specifications. The Kenya Red Cross Society shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 34.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Sterile Needle and Syringe (NSP Kit 2)' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Red Cross Society.
- 34.3 Should any inspected or tested Sterile Needle and Syringe (NSP Kit 2) fail to conform to the Specifications, the Kenya Red Cross Society may reject the Sterile Needle and Syringe (NSP Kit 2), and the tenderer shall either replace the rejected Sterile Needle and Syringe (NSP Kit 2) or make alterations necessary to meet specification requirements free of cost to the Kenya Red Cross Society.
- 34.4 The Kenya Red Cross Society's right to inspect, test and, where necessary, reject the Sterile Needle and Syringe (NSP Kit 2) after the arrival shall in no way be limited or waived by reason of the items having previously been inspected, tested, and passed by the Kenya Red Cross Society or its representative prior to the delivery.

35. Duty and Vat Exemption

- 35.1 The Kenya Red Cross Society is exempt from paying IDF, Duty and VAT (Not RDL). Tenderers are required to submit the listed documents in clause 5.4 (g) to facilitate exemption of payment of Duty and VAT at the Port of Entry (Mombasa or J.K.I.A). However, the said documents must be sent **four** weeks prior to delivery of the consignment.

STATEMENT OF SUPPLIERS

If our companyis found to be involved in corruption or fraud or arrangements made with fraudulent intentions or any practice involving any threat to use force, we will consent to having any contract with the Kenya Red Cross cancelled immediately, Irrespective of the contractual terms.

If we are not able to dispel any suspicion of any irregularity within a term of 4 weeks by presenting adequate evidence, we will consent to having the necessary authorities informed of the existing suspicion.

We undertake to compensate the Kenya Red Cross for any damage, loss or other detrimental to their project work caused by such irregularity on our part.

We also confirm that no article provided by our company, whether manufactured under our control or procured from other sources, is produced by means of child labour and that all products we provide are made in compliance with labour and social security legislation of the country of production.

In addition, we authorize

- The Kenya Red Cross Auditors to audit the financial documentation of this project in our company's premises if required.

Place:

Date:

Company:

.....

Signature and company seal

TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the supply of [name and/or
description of the SUPPLY AND DELIVERY OF STERILE NEEDLE AND SYRINGE
(NSP KIT 2).

(hereinafter called “the Tender”) KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [KRCS} (hereinafter called “the
Procuring entity”) in the sum of for which payment well
and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and
assigns by these presents. Sealed with the Common Seal of the said Bank this _____
_____ day of _____ 20 _____.

THE CONDITIONS of this obligation are: -

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

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

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

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

MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

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

Form of Tender

Date: _____

Tender N°:

To:
.....

Gentlemen and/or Ladies:

1. Having examined the tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Sterile Needle and Syringe (NSP KIT 2) in conformity with the said tender documents for the sum of.....

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the Sterile Needle and Syringe (NSP KIT 2) in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in the required format prescribed by the Kenya Red Cross Society.

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

Specifications / Schedule of Requirements

| | Sterile Needle and Syringe (NSP kit) | QTY | Unit of Measure | Unit Cost | Total Cost | Delivery Time |
|--|--------------------------------------|-----------|-----------------|-----------|------------|---------------|
| 1. | NSP Kit 2 | 1,236,011 | Kits | | | |
| Total Cost in Kenya Shillings – EXCLUSIVE VAT | | | | | | |

N/B: The total cost MUST include quality tests for the key component of the NSP kits by either National Quality Control Lab or MEDS before delivery.

DETAILED SPECIFICATIONS

NSP Kit 2

| | <u>Specifications</u> |
|---|--|
| 1 | 3 pieces of 3ml syringe with 23 needle gauge low dead space injecting equipment (syringes and needles) |
| 2 | 3 pieces of cotton filters (0.05microns) |
| 3 | 3 pieces of dry cotton swabs (individually Packed) |
| 4 | 3 pieces of spirited cotton swabs (individually Packed) |
| 5 | 1 piece of Plastic Stirrer (2-3) inches |
| 6 | 1 piece of 2.5ml Stainless Steel Aluminium Sterile Cooker (Steel Cup) |
| 7 | 3x 10ml Sterilized water for injection (Blister Pack 10ml ampoules) |
| 8 | Box (to pack in all the items) |

1.1. Packaging.

Syringes should be packed together with needles in strips. Each tape must contain the following information in English:

- Manufacturer's name;
- Batch number;
- Month and year of shelf life expiry.

The packaging box should have the batch number of the commodities with expiry dates for different commodities clearly indicated

1.2. Shelf life.

Disposable syringes and needles: 75% but not less than 3 years after the supply;

Notes:

1. Prices quoted shall be **Delivered Duty Unpaid (DDU)** to the Kenya Red Cross Society's warehouse on Popo Road, in South, off Mombasa Road. Kenya Red Cross is exempted from paying Duty and VAT. Documents outlined in clause 5.4 (g) must

be provided four weeks prior to shipment to facilitate processing of exemption documentation.

END.