



OPEN INTERNATIONAL TENDER

TENDER NO: KRCS/GF/RFP/0109/2021

**SUPPLY AND DELIVERY OF ASSORTED PERSONAL
PROTECTIVE KIT ITEMS (PPE Kit Items)**

SUBMISSION DEADLINE:

3rd NOVEMBER 2021 AT 11.00AM

INVITATION TO TENDER (ITT)

Date: 05/10/2021

1. The Kenya Red Cross Society (KRCS), Global Fund project intends to procure Assorted Personal Protective kit items.
2. The Kenya Red Cross Society herewith invites sealed tender (s) for:

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| SUPPLY AND DELIVERY OF ASSORTED PERSONAL PROTECTIVE KIT ITEMS |
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3. This Tender is conducted through the **Open International 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 Friday, October 15th, 2021 at 03.00 p.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 the clarification day.
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. Physical samples and Proposals, properly completed and labelled enclosed in an envelope shall be delivered to the address below on or before **11:00 AM on Wednesday, 3rd November 2021**. Late bids shall be rejected. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend our **online tender opening meeting** on the same day. Interested bidders **must register** through tenders@redcross.or.ke and thereafter we will share the **Zoom link for the meeting**.
10. Prices quoted shall include delivery to Kenya Red Cross Society Logistics Center in South C, off Popo Road behind NEMA HQ in Nairobi.
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 and log in details for the tender opening meeting.
12. Location: Physical address, valid postal address and telephone numbers both landline and mobile must be provided

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

**KRCS/GF/RFP/0109/2021: SUPPLY AND DELIVERY OF ASSORTED PERSONAL PROTECTIVE
KIT ITEMS**

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 Assorted Personal Protective kit items 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 Assorted Personal Protective kit items within 4-8 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 Assorted Personal Protective kit items 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 Assorted Personal Protective kit items 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 assorted personal protective kit items are produced. Assorted personal protective kit items 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 Assorted Personal Protective kit items 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) Estimated delivery time (must be within 2-6 weeks)
- d) 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 Assorted Personal Protective kit items 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 Bidders or their representatives are required to attend a mandatory clarification session on Wednesday **Friday, October 15th, 2021 at 03.00 p.m. (1500 Hrs)** 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 the clarification day.

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
- (b) Tender Security Form duly completed
- (c) Signed and stamped KRCS Statement of Suppliers
- (d) Documentary evidence established in accordance with paragraph 13 that the Assorted Personal Protective kit items and ancillary services to be supplied by the tenderer are eligible and conform to the tender documents. The information should accompany the **Sample for the Assorted personal protective kit** item which is mandatory

Submission of sample:

Liquid Handwashing Soap - 1 Liter: - Submit ten (10) pieces for e technical evaluation

Hand sanitizers 200ml Gel Type: - Submit ten (10) pieces for technical evaluation

Hand sanitizers 1 liter Gel Type: - Submit ten (10) pieces for technical evaluation

Re-usable Masks: - Submit twenty (20) pieces for technical evaluation

Medical Masks: - Submit five (5) sample full packs (50 pieces in each pack) for technical evaluation

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 Assorted Personal Protective kit items to be supplied, a brief description of the Assorted Personal Protective kit items, 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 Assorted Personal Protective kit items 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 Assorted Personal Protective kit items 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 Assorted Personal Protective kit items;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) That the tenderer has a successful performance history; and

16. Documents establishing eligibility of assorted personal protective kit items and

conformity to the tender document

16.1 The documentary evidence of conformity of the Assorted Personal Protective kit items 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 Assorted Personal Protective kit items;

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. KRCS/GF/RFP/0109/2021 for SUPPLY AND DELIVERY OF ASSORTED PERSONAL PROTECTIVE KIT ITEMS**"

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 "Proposal" in an envelope that shall:

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

KRCS/GF/RFP/0109/2021: SUPPLY AND DELIVERY OF ASSORTED PERSONAL PROTECTIVE KIT ITEMS

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, 3rd November 2021 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, 3rd November 2021 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 Proposals in the presence of the candidates or their representatives who choose to attend our online tender opening meeting on the same day. Interested bidders to confirm participation on mail tenders@redcross.or.ke and thereafter **we will share the Zoom link for the online tender meeting that will be scheduled for 12.00 noon, Wednesday, 3rd November 2021.**
- 22.2 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.

22.3 The Kenya Red Cross Society will prepare minutes of the respective tender openings.

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 and equivalent for international bidders
- 3) Current Form CR12
- 4) Kenya Bureau of Standards (KEBS) registration Certificates for the quoted items
- 5) Manufacturers' Authorization (If tenderer is not a manufacturer), signed and stamped by the manufacturer
- 6) Copies of the Audited financial accounts for the last two (2) years 2019 & 2020 with a statement from the auditors.
- 7) Provide evidence of supply of two 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);
- 8) Current client testimonials/ reference letters from clients in (7) above
- 9) Must provide undertaking that the referees can be contacted to provide confidential information about the bidder
- 10) Duly signed and stamped KRCS Statement of Suppliers;
- 11) 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.
- 12) Brochures and/or catalogues that describes the Assorted Personal Protective kit items to be supplied accompanied by a well labeled and marked sample of the QUOTED ITEM.
SAMPLES ARE A MUST.

Submission of sample:

Liquid Handwashing Soap - 1 Liter: - Submit ten (10) pieces for e technical evaluation

Hand sanitizers 200ml Gel Type: - Submit ten (10) pieces for technical evaluation

Hand sanitizers 1 liter Gel Type: - Submit ten (10) pieces for technical evaluation

Re-usable Masks: - Submit twenty (20) pieces for technical evaluation

Medical Masks: - Submit five (5) sample full packs (50 pieces in each pack) for technical evaluation

- 13) Self-declaration that the bidder has not been debarred from participating in Public Procurement in Kenya as per Section 41 of the PPADA 2015
- 14) 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

N/B: All perishable items must have expiry dates of not less than 3 years

- 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.

25. 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 quality assurance reports. The tender shall be awarded to the lowest evaluated bidder.

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 and equivalent for international bidders
- 3) Current Form CR12
- 4) Kenya Bureau of Standards (KEBS) registration Certificates for the quoted items
- 5) Manufacturers' Authorization (If tenderer is not a manufacturer), signed and stamped by the manufacturer
- 6) Copies of the Audited financial accounts for the last two (2) years 2019 & 2020 with a statement from the auditors.
- 7) Provide evidence of supply of two 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);
- 8) Current client testimonials/ reference letters from clients in (7) above
- 9) Must provide undertaking that the referees can be contacted to provide confidential information about the bidder
- 10) Duly signed and stamped KRCS Statement of Suppliers;
- 11) 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.
- 12) Brochures and/or catalogues that describes the Assorted Personal Protective kit items to be supplied accompanied by a well labeled and marked sample of the QUOTED ITEM.
SAMPLES ARE A MUST.

Submission of sample:

Liquid Handwashing Soap - 1 Liter: - Submit ten (10) pieces for e technical evaluation

Hand sanitizers 200ml Gel Type: - Submit ten (10) pieces for technical evaluation

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Re-usable Masks: - Submit twenty (20) pieces for technical evaluation

Medical Masks: - Submit five (5) sample full packs (50 pieces in each pack) for technical

evaluation

- 13) Self-declaration that the bidder has not been debarred from participating in Public Procurement in Kenya as per Section 41 of the PPADA 2015
- 14) 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

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

N/B: All perishable items must have expiry dates of not less than 3 years

15) Technical Evaluation

The technical evaluation shall be carried out in 2 phases by the KEBS quality assurance teams and reports shared to the GFPMU. **Concurrently the user's committee will review the samples based on the user's requirement.**

16) Financial capabilities - 20 marks

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

- 17) Gross turnover to be twice or more the contract value (5mks)
- 18) Return on capital employed (Maximum Number of Point X Highest Percentage/percentage of proposal being evaluated) (3mks)
- 19) 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

- 20) Unqualified opinion (10mks)
- 21) Qualified opinion (4mks)
- 22) Adverse opinion (1mk)
- 23) Disclaimer of opinion (0 mks)

Tenderer scoring 10 and above marks of maximum 20 marks for financial capabilities score shall proceed to the next level of evaluation.

The tender will be awarded to the most competitive evaluated bidder who qualifies on the quality assurance tests and the financial capability evaluations.

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 tenderer's 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 most competitive 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 Assorted Personal Protective kit items 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 Assorted Personal Protective kit items 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 Assorted Personal Protective kit items' 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 Assorted Personal Protective kit items fail to conform to the Specifications, the Kenya Red Cross Society may reject the Assorted Personal Protective kit items, and the tenderer shall either replace the rejected Assorted Personal Protective kit items 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 Assorted Personal Protective kit items 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.

36. Corrupt or Fraudulent Practices

36.1 KRCS requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

36.2 KRCS will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

36.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating

36.4 Please report any malpractices to complaints@redcross.or.ke

PRICE SCHEDULE

Specifications/ Schedule of requirements

| | Item | Unit of Measure | Quantities (QTY) | Unit Cost | Total Cost |
|---|---|-----------------|------------------|-----------|------------|
| 1 | Re-usable Masks (Branded) | Pieces | 1,020,304 | | |
| | Reusable Masks (Non-Branded) | Pieces | 680,203 | | |
| 2 | Liquid Handwashing Soap - 1 Liter | Bottles | 3,570 | | |
| 3 | Hand sanitizers 200ml – Gel Type | Bottles | 2,778,023 | | |
| 4 | Hand sanitizers - 1 Liter Gel Type | Bottles | 14,573 | | |
| 5 | 3 – Ply Surgical Masks (Medical) (Packs of 50's each) | Packs | 355,972 | | |
| | Total Cost in Kenya Shillings - EXCLUSIVE VAT | | | | |

N/B: All perishable items must have expiry dates of not less than 3 years

SAMPLES ARE A MUST - Submission of sample:

Liquid Handwashing Soap - 1 Liter: - Submit ten (10) pieces for e technical evaluation

Hand sanitizers 200ml Gel Type: - Submit ten (10) pieces for technical evaluation

Hand sanitizers 1 liter Gel Type: - Submit ten (10) pieces for technical evaluation

Re-usable Masks: - Submit twenty (20) pieces for technical evaluation

Medical Masks: - Submit five (5) sample full packs (50 pieces in each pack) for technical evaluation

ANNEX 1:

Specifications, definitions, penalties and Quality Control rules are attached as annexes on the website.

1. Re-usable masks Branded & Non-Branded - https://www.kebs.org/images/public_notice/2020/May/KPAS_2917_2020_Reusable_cloth_mask_Specification.pdf
2. Liquid Handwashing Soap – KEBS Standards KS EAS 812-1:2014 attached on annexes
3. Hand Sanitizers - https://www.kebs.org/images/public_notice/2020/April_2020/KS_EAS_789_2013.pdf
4. 3-Ply Surgical Masks (Medical face masks) - https://www.kebs.org/images/public_notice/2021/May/KS_2636_2021.pdf

NOTE: - Note the new gazette specifications [KS 2636:2021, Surgical masks - Specification](#)

Labeling Parameters

- Labeling should be legible and in English.
- Each carton to be clearly marked with the name and characteristics of the product and number of units per carton.
- To be imprinted in indelible ink with bold block letters
- Product should be labeled, “GOK/MOH”, Manufacturer's Name and address and Country of Origin, batch no, manufacture and expiry dates
- Manufacturer must be KEBS/ISO certified or equivalent
- Must conform with KEBS/ISO Standards

Notes: - 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.

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 labor and that all products we provide are made in compliance with labor 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 ASSORTED PERSONAL PROTECTIVE KIT ITEMS (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 assorted Personal Protective kit items 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 assorted Personal Protective kit items 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 _____

SUPPLIERS' CODE OF CONDUCT

Download and sign the Code of Conduct of suppliers from <https://www.redcross.or.ke/Tenders>

This **must be attached** to the bid document during submission.

END.