



NATIONAL COUNCIL OF CHURCHES OF KENYA

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GENERAL SECRETARIAT

TENDER FOR SUPPLY AND DELIVERY OF MEDICAL EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT

Ref: No: NCCK/KKM/PWRDF/2020/07/001

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SECTION I: INVITATION TO TENDER

**NATIONAL COUNCIL OF CHURCHES OF KENYA
INVITATION TO TENDER
TENDER REF NO: NCCK/KKM/PWRDF/2020/07/001**

The National Council of Churches of Kenya (NCCK) invites eligible suppliers to bid for the supply of medical equipment, personal protective equipment and medical gases listed below:

CATEGORY A – MEDICAL EQUIPMENT REF: NCCK/KKM/PWRDF/2020/07/001- A
Pulse Oximeter Adult / Paediatric- (Portable stand-alone with sensor, rechargeable battery with pulse rate reading)
Digital Blood Pressure Machine (Make: AMRON)
Oxygen Concentrator (10 LPM Dual flow with Dual Humidifier and Flow-Meter.240 V Rating 50 Hz with a spare filter)
Gun Thermometer (Infrared laser thermometer with rechargeable battery, Temp range 20-40 C and able to withstand temperatures of up to 40C)
Electric Suction Machines (Portable High Negative pressure and Low flow, Double jar at least 2l each, Power 240v and 50 Hz current, Instantaneous pumping Speed >15l/m and Noise<60d)
CATEGORY B – PERSONAL PROTECTIVE EQUIPMENT REF: NCCK/KKM/PWRDF/2020/07/001-B
Personal Protective Equipment (N95 Masks)
Reusable Face-Shield (Reusable full face shield goggles - EN 166/2002)
Disposable Gowns / Coveralls (Coveralls, fluid-resistant, disposable, with elastic wrists, ankles and hood - Category III, type 6b, size M)
CATEGORY C – MEDICAL GASES & ACCESORIES REF: NCCK/KKM/PWRDF/2020/07/001-C
Oxygen Cylinders, 12kg (Carrier for Medical Oxygen able to be affixed to standard gauge with an Ohmenda/BS standard inlet)
Oxygen Gauge with twin flowmeter and humidifier (Input 2200 PSI, Output 50-22 PSI, Flux 12 levels of adjustment, Flow range 0-15lpm, Connection Outlet Ohmenda / BS standard)

Interested firms(s) may download the detailed tender document from our website – www.ncck.org (downloads) - and may seek more information through email tenders@ncck.org. The bidder will thereafter pay KShs 2,000 for each Category tendered for to NCCK through MPESA Paybill Number 519900 Account “Tender 2020/07/16”, and quote the transaction number on the bid document. The tenderer will prepare and present a complete set of Tender Documents for each category they are bidding for.

Completed Tender Documents in plain sealed envelope clearly showing Category and Reference Number and no other markings should be addressed to

General Secretary
National Council of Churches of Kenya
P.O. Box 45009-00100
Nairobi

And delivered to the NCCK Tender Box at the reception of Jumuia Place, Lenana Road, so as to be received on or before **July 31, 2020 at 1100HRS**. Tenders will be opened immediately thereafter in the presence of tenderers or their representatives who choose to attend the opening at the Lounge, Jumuia Place, Lenana Road, Third Floor.

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible and qualified to perform the contract if their tender is accepted.
- 2.1.2 NCKK employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in this tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NCKK to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility due to corrupt and fraudulent practices.
- 2.1.5 Tenderers shall provide documentary evidence, to NCKK's satisfaction, that they have the financial, technical and production capability necessary to perform the contract should their tender be accepted.

2.2 Eligible Tenderers

- 2.2.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements to be provided after tender award.
- 2.2.2 NCKK employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.2, 000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 Content of the Tender Document

- 2.4.1 The tender document comprises the documents listed below and addendum issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements and Price Schedule
 - (vi) Tender Form
 - (vii) Contract Form
 - (viii) Mandatory Confidential Business Questionnaire

- (ix) Oaths and Statutory Declaration Form
- (x) Manufacturer's Authorization Form

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by post at the address indicated in the Invitation to Tender. The procuring entity will respond in writing to any request for clarification of the tender documents which it receives not later than four (4) days prior to the deadline for the submission of tenders. Written copies of the NCKK's response (including an explanation of the query but without identifying the source of inquiry) will be posted on the same location as the tender document on the NCKK website.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer make timely submission of its tender.

2.6 Amendment of Documents

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

2.6.2 The NCKK will post a notification on its website a notification of any such amendment, and the amendment will be binding on all tenderers.

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
- (c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

2.9 Tender Forms

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

2.10 Tender Prices and Currency

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit price of each item it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to NCKK Field Office at Kakuma.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.
- 2.10.5 The prices quoted in the tender shall be in Kenya Shillings.

2.11 Tenderers Eligibility and Qualifications

- 2.11.2 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.3 The documentary evidence of the tenderers eligibility to tender shall establish to the Council's, satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.11.4 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Council's satisfaction that:
 - (a) In the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.12 Goods Eligibility and Conformity to Tender Documents

- 2.12.1 The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the Tenderer proposes to supply under the contract.

- 2.12.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of a:
- (a) detailed description of the essential technical and performance characteristic of the goods
 - (b) list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by NCKK; and
 - (c) Clause-by-clause commentary on NCKK's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.12.3 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.11.2(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Council in its Technical Specifications, are intended to be restrictive.
- 2.12.4 The tenderer will provide documentary evidence that the Medical Equipment and Personal Protective Equipment to be supplied are registered with the Pharmacy and Poisons Board for use in Kenya.
- 2.12.5 For purposes of evaluation, the tenderer will provide samples or literature for items tendered.
- 2.12.6 The tenderer will clearly indicate the UNIT PACKS, TRADE NAMES and type of package (*e.g. blister pack, foil pack or loose pack or carton pack*) for all quoted item

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after the date of tender opening prescribed by the NCKK. A tender valid for a shorter period shall be rejected by the NCKK as non-responsive.
- 2.13.2 In exceptional circumstances, the NCKK 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.

2.14 Format and Signing of Tender

- 2.14.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
- 2.14.4 All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.

2.15 Sealing and Marking of Tenders

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

2.15.2 Completed Tender document in plain sealed envelope clearly showing Category and Reference number and should be addressed to

**General Secretary
National Council of Churches of Kenya
Po Box 45009-00100
Nairobi**

- And delivered to the tender Box at the reception of NCCCK, Jumuia Place, 3rd Floor on or before 31st July 2020 at 11.00A.M
- Tender prices must remain valid for 90 days from the date of tender closing
- The council reserves the right to accept or reject any tender in part or wholly and does not bind itself to accept the lowest bidder.
- Bear, tender number and name in the Invitation for Tenders and the words,

“DO NOT OPEN BEFORE, **“Friday 31st July 2020 11.00am**

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

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

2.16 Modification and Withdrawal of Tenders

2.16.1 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 NCCCK prior to the deadline prescribed for submission of tenders.

2.16.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 2.15.

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

2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to Clause 2.12.

2.17 Opening of Tenders

2.17.1 The NCCCK will open all tenders in the presence of tenderer’ representatives who choose to attend, on **31st July 2020** in the location specified in the Invitation to Tender at 1100hours.

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

- 2.17.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the NCKK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.17.4 The NCKK will prepare minutes of the tender opening.

2.18 Preliminary Examination

- 2.18.1 The NCKK will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.18.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.18.3 The NCKK 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.
- 2.18.4 To assist in the examination, evaluation and comparison of tender, the NCKK may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.18.5 Prior to the detailed evaluation, pursuant to Clause 2.20, the NCKK will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The NCKK's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.18.6 If a tender is not substantially responsive, it will be rejected by the NCKK and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.19 Evaluation and Comparison of Tenders

- 2.19.1 NCKK will evaluate and compare tenders which have been determined to be substantially responsive as provided for in Clause 2.19.
- 2.19.2 The tender evaluation committee shall evaluate the tenders within a period of 30 days from the date of opening the tenders.
- 2.19.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future procurement.

2.20 Contacting the NCKK

- 2.20.1 No tenderer shall contact the NCKK on any matter related to its tender from the time of the tender opening to the time the contract is awarded.
- 2.20.2 Any effort by the tenderer to influence the Council in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.21 Award of Contract

(a) Post-qualification

- 2.21.1 In the absence of pre-qualification, the NCKK will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.21.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the NCKK deems necessary and appropriate.
- 2.21.3 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 Council will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.21.4 The NCKK 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 through post qualification, that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) NCKK Right to vary Quantities

- 2.21.5 The Council reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions (*quantities are not specified in schedule of requirements as they vary from year to year, season to season.*)

(d) NCKK Rights to Accept or Reject any or All Tenders

- 2.21.6 The Council 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 NCKK action

2.22 Notification of Award

- 2.22.1 Prior to the expiration of the period of tender validity, the NCKK will notify the successful tenderer in writing that its tender has been accepted.
- 2.22.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.23 Signing of Contract

- 2.23.1 The communication to a tenderer notifying them that their tender has been accepted will have enclosed the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.23.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.23.3 Within three (3) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NCKK.

2.24 Corrupt or Fraudulent Practices

2.24.1 The NCKK requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:

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

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

2.24.3 A tenderer who is found to have indulged in corrupt or fraudulent practices risks being barred from participating in procurement in the NCKK.

2.25 Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1: Eligible Tenderers	Manufacturers/Authorized Agents/Registered Companies for medical Equipment's
2.16.4: Format and Signing of Tender	All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked
2.18.1: Closing Date	See invitation to tenders
2.24: Evaluation and Comparison of tenders	See below
2.30: Performance Security	Not applicable in this tender

- ☐ Manufacturer's Agents shall provide authorization letters.

2.26 Evaluation and Comparison of tenders:-

- Medical equipment's and personal protective equipment's to be supplied must be registered with the Pharmacy and Poisons Board for use in Kenya.

- For purpose of evaluation, tenderers must submit samples or literature for items tendered.
- All parts and sections of the Tender documents must be clearly filled to avoid
- Disqualification of a tender bid.

Note

- ✓ Bidders must clearly indicate the UNIT PACKS, TRADE NAMES and type of package (*e.g. blister pack, foil pack or loose pack or carton pack*) for all quoted items.
- ✓ Bidders must Stamp and append a signature of an authorized Officer on all pages bearing quoted products in the price schedule.
- ✓ Orders shall be placed as and when required during the contract period.

EVALUATION CRITERIA – SUPPLY OF MEDICAL EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT.

The method of evaluation will be Merit Point System and the criteria of evaluation and the points to be awarded on each criterion will be as follows:

A	MANDATORY REQUIREMENTS	MAX SCORE	SCORE
i.	Pin Number	YES/NO	
ii.	Provide Copy of Certified Tax Compliance Certificate	YES/NO	
iii.	Provide current Business Permit/Licenses	YES/NO	
vi.	Provide current Certificate of Incorporation/Business Registration	YES/NO	
v.	Provide a current valid Certificate of Pharmacy and Poisons Board/Relevant Board	YES/NO	
vi.	Must be a Manufacturer/Importer/Distributor (Attach letter of Accreditation)	YES/NO	
vii.	Physical location of business premises(See business questionnaire)	YES/NO	
viii.	Audited Accounts for the last three (3) Years of audit	YES/NO	
ix.	Bank statement for last 12 months	YES/NO	
x	Company/Business Profile detailing qualifications -Full Disclosure of Directors/ Partners /Sole Proprietor	YES/NO	
xi.	Credit Period 60 Days	YES/NO	
B.	GENERAL REQUIREMENTS		
i.	Financial Capability (As supported by Audited Accounts for the last three (3) Years) of audit	20	
ii.	Indicate having undertaken similar assignment with at least 4 firms (Attach Proof of L.P.O or payment) If NCCK is one of the four; please attach three most recent Orders with delivery period.	10	
iii.	Maximum Accumulated Volume of Business handled in a year for the last two years (Attach Evidence LPOs and Matching Delivery Notes) - KES 6 – 10 Million (20 marks) - KES 2.1 – 5 Million (10 marks) - Below KES 2 Million (5 marks)	20	
iv.	Human Resources:- Give Company Structure indicating clearly the rank and qualifications of the key personnel to be handling this work for NCCK	10	
C.	TECHNICAL REQUIREMENTS		
i.	General experience record: Provide a comprehensive catalogue of the services, goods and products range. The list must show among others, source country, brand names and manufacturer.		

	A statement should also be added to indicate whether the good conform to: CE, FDA, ISO or other international standard (use international and standardized Nomenclature as far as possible).		
	<p>Indicate the length period in years when you have been trading in the items quoted for.</p> <p>0 – 12months (1)</p> <p>1 – 2years (2)</p> <p>Above 2years (3)</p>	5	
ii.	<p>Particular experience record Clearly indicate your KEY products, goods and services line of specialty (ONE for each of the three subgroups) Indicate also the length period in years when you have been trading for each of the KEY specialty ranges you have listed. (Provide proof in the form of previous orders that span the trading period)</p> <p>0- 12months (1)</p> <p>1-2 years (2)</p> <p>Above 2 years (3)</p>		
iii.	<p>Under which category are your business strengths/specialty (indicate ONE ONLY) for your main products, goods and services range.</p> <p>Manufacturer (4)</p> <p>Authorized dealer (attach a valid appointment letter) (3)</p> <p>Retailer (2)</p> <p>Other (please specify) (1)</p>	4	
iv.	<p>Indicate whether your organization and key staff are accredited, registered, licensed and authorized to transact in controlled goods by the relevant Boards and regulatory authorities firm.</p> <p>If you have relevant licenses for the (2)</p> <p>If your key staff are accredited (2)</p>	4	
v.	<p>Equipment capabilities: Indicate and provide proof of ownership/occupancy status of the capital resources(Buildings, warehouses, machinery, equipment and others) relevant to this tender. (1)</p> <p>Service and maintenance support: Provide details of how you plan to provide maintenance and service support for Goods and services procured under this tender</p> <p>If you own accredited workshop and staff (2)</p> <p>If you have Contracts with other accredited workshops and staff (2)</p> <p>If you have statement of viable alternatives (1)</p>	3	
vi.	<p>Litigation history: Provide an undertaking of any legal dispute pending in a court of law or before an Arbitrator and past awards (nature and value) against you</p>		
	If you have no negative litigation history (2)		

	If you have negative litigation history (0)	2	
vii.	Product realization capabilities:		
	Provide a detailed plan, with proof from past contracts, of how you intend to service		
	This contract if awarded. Confirmation and delivery of order (turnaround time). If within 1 -7 days (3) If within 7-14 days (2) If above 14 days (1) (Indicate any previous orders for NCKK not delivered and state reasons)	3	
viii.	Systems and product quality assurance Provide evidence that your firm possess a current international accreditation or certification status e.g. ISO 9001, 15189 or other. (Involvement in recognized quality assurance programs will be accepted) If you have international accreditation/certification status (5) If no international accreditation/certification status (0) Indicate whether any of your partner firms or principals possess current International accreditation or certification status relevant to the products goods and services you wish to tender for Has international accreditation/certification status (3) No international accreditation/certification status (0) Provide comprehensive evidence of your current quality assurance processes for goods, products and services for which you intend to tender for (3)	11	
D.	Document Conformity/Presented in a required format	5	
	Total	100	

e. Notes

Bidders must meet all the mandatory requirements to qualify for technical evaluation

To qualify for price evaluation, the bidder must score a minimum of 70 points (70%)

The bidder quoting the lowest price for a specified item having attained 70% technical score shall be recommended for contract award.

Any information provided by the bidder may be verified by the NCKK

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the NCCCK prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Council in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Council’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the NCCCK and shall be returned (all copies) to the Council on completion of the Tenderer’s performance under the Contract if so required by the Council.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Council against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

3.7 Inspection and Tests

- 3.7.1 The Council or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Council shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Council.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, NCKK may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to The Council.
- 3.7.4 NCKK has right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by NCKK or its representative prior to the equipment delivery.
- 3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

- 3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

Items should be packaged as follows:

- (i) 100 ml bottles, not more than 100 per carton
- (ii) 200 ml bottles, not more than 50 per carton
- (iii) 500 ml bottles, not more than 24 per carton
- (iv) 1.0 litre bottles, not more than 12 per carton
- (v) 2.5 litre bottles, not more than 6 per carton
- (vi) 5.0 litre bottles, not more than 4 per carton

Specifications for plastic containers used shall be as follows:

- ☐ 5 Litre Jerry can- High Density

3.9 Delivery and Documents

- 3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by the NCKK in its Invitation to bid and the Special Conditions of Contract.

3.10 Insurance

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

3.11 Payment

- 3.11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.11.2 Payments shall be made promptly by the Council as specified in the contract.

3.12 Prices

- 3.12.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.12.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.12.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.12.4 Price variation request shall be processed by the Council within (30) days of receiving the request.

3.13 Assignment

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

3.14 Subcontracts

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

3.15 Termination for Default

- 3.15.1 NCKK may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Council.
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - (c) if the tenderer, in the judgment of the Council has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.15.2 In the event the Council terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Council for any excess costs for such similar goods.

3.16 Liquidated Damages

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

3.17 Resolution of Disputes

- 3.17.1 NCCCK and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.17.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national forum, in Kenya.

3.18 Language and Law

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

3.19 Force Majeure

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10.1 Delivery and documents	<i>All goods are to be delivered to NCCK FIELD OFFICE –KAKUMA YARD, TURKANA COUNTY. MAIN YARD- between 8.00 am to 5.00 p.m. from Monday to Friday</i>
3.12.1: Payment	<i>Payment will be made electronically within 60 days after receipt of invoice</i>
3.18.1: Resolutions of Disputes	<i>Arbitration to be considered before litigation</i>

STANDARD FORMS

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TENDER FORM

TO, General Secretary
National Council of Churches of Kenya
PO Box 45009-00100
Nairobi

Date:

Tender No: REF NO: NCCK/KKM/PWRDF/2020/07/001
Tender Name: SUPPLY OF MEDICAL EQUIPMENTS AND PERSONAL PROTECTIVE
EQUIPMENTS IN SUPPORT OF COVID-19

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply goods under this tender in conformity with the said Tender document for the sum of

Ksh:..... [Total Tender amount in words]

.....
.....

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 supply Medical Equipment and personal protective equipment in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2020

.....
[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

CONTRACT FORM

THIS AGREEMENT made the..... day of..... 2020.....

Between NATIONAL COUNCIL OF CHURCHES OF KENYA (NCCCK) of P.O BOX 45009-00100, Nairobi, Kenya. (Herein after Called “the Procuring entity”) of the one part and

..... [Name of tenderer] of

..... [City and country of tenderer]

(Hereinafter called “the tenderer”) of the other part:

WHEREAS **NATIONAL COUNCIL OF CHURCHES OF KENYA** invited tenders for supply of Medical Equipment and personal protective equipment and has accepted a tender by the tenderer for the supply of the equipment in the sum of Ksh..... [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the General Conditions of Contract
 - (c) the Special Conditions of Contract
3. In consideration of the payments to be made by **THE NATIONAL COUNCIL OF CHURCHES OF KENYA** to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NCCCK to supply Medical Equipment and personal protective equipment and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. **THE NATIONAL COUNCIL OF CHURCHES OF KENYA** hereby covenants to pay the tenderer in consideration of the supply of medical equipment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed by

(NATIONAL COUNCIL OF CHURCHES OF KENYA)

in the presence of

Signed by

(for the tenderer)

in the presence of

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE
(Must be filled by all applicants who choose to participate in this tender)

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to your type of business and part 3.

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

Name of Applicant(s)

Part 1: General:

1.1: Business Name

1.2: Certificate of Incorporation/Registration No:.....

1.3: Location of business premises

1.4: Plot No.

1.5: Street/Road

1.6: Postal Address

1.7: Office Tel. No.

1.8: Mobile:

1.9: Fax No:

1.10: Email Address.....

1.11: Website.....

1.12: Nature of business :(Indicate whether Manufacturer, Distributor e.t.c.).....

1.13: Contact Person (Full Names).....

(a) Directors Name and Mobile Nos:.....

(b) If not Director, Title..... Power of Attorney
(Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time

Kshs.....

1.15: Name of your bankers Branch

Part 2(a) – Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

2c.3: Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee, board members, committee members and their relatives (spouse and children) of NCKK and its subsidiaries?

Yes..... No:.....

3.2 If the answer in ‘3.1’ is **YES** give the relationship:.....

3.3 Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?

Yes..... No.....

3.4 If answer in ‘3.3’ above is YES give details.....

.....
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by **The NATIONAL COUNCIL OF CHURCHES OF KENYA** to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes.....No.....

3.6 If answer in ‘3.5’ above is YES give details.....

.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes..... No.....

3.8 If answer in ‘3.7’ above is YES give details.....

.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes..... No.....

3.10 If answer in ‘3.9’ above is YES give details

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of Candidate:

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

OATHS AND STATUTORY DECLARATION FORM

REPUBLIC OF KENYA

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15
OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC
PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015**

I, of P.O Box

Being a resident of..... in the Republic of Kenya do

hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of (name of the Candidate) which is a Candidate in respect of Tender Number to supply goods, render services and/or carry out works for **NATIONAL COUNCIL OF CHURCHES OF KENYA** and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **NATIONAL COUNCIL OF CHURCHES OF KENYA** which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **THE NATIONAL COUNCIL OF CHURCHES OF KENYA**
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief

SWORN at..... by the said}.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director}

On this..... day of 2020}}

} _____

} DEPONENT

Before me

}

}

}

}

Commissioner for Oaths

}

MANUFACTURER'S AUTHORIZATION FORM

To **NATIONAL COUNCIL OF CHURCHES OF KENYA**

WHEREASwho are established and reputable
[*Name of the manufacturer*]

Manufacturers of.....
[*Name and/or description of the goods*]

Having factories at [*address of factory*] do hereby
Authorize [*Name and address of Agent*] to submit a tender, and
Subsequently negotiate and sign the Contract with you against tender No.
(*Reference of the Tender*) for the above goods manufactured by us.

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

[*Signature for and on behalf of manufacturer*]

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



NATIONAL COUNCIL OF CHURCHES OF KENYA

Jumuia Place, Lenana Road, P. O. Box 45009 - 00100 GPO Nairobi • Tel: +254 20 2721249, 2690814 /10/11 / 721-388277, 714 606971/34, 733-758736 • Fax: 20 2690815 • E-mail: gsoffice@ncck.org • Website: www.ncck.org • Twitter: @ncckkenya

GENERAL SECRETARIAT

DATE: 16TH JULY 2020

REF: NCCK/KKM/PWRDF/2020/07/001

DEAR SIR/MADAM,

INVITATION TO TENDER FOR SUPPLY OF MEDICAL EQUIPMENT, PERSONAL PROTECTIVE EQUIPMENT & MEDICAL GASES & ACCESSORIES.

The National Council of Churches of Kenya (NCCK) invites you to urgently bid for the following specifics.

S/NO		QUANTITY	UNIT	PRICE PER UNIT	TOTAL
	<u>CATEGORY A –MEDICAL EQUIPMENT.</u>				
	<u>REF: NCCK/KKM/PWRDF/2020/07/001-A</u>				
	<u>ITEM DESCRIPTION</u>				
1	Pulse Oximeter Adult/Paediatric- (Portable stand-alone with sensor, rechargeable battery with pulse rate reading)	10	pieces		
2	Digital Blood Pressure Machine (make; AMRON)	5	pieces		
3	Oxygen Concentrator-(10 LPM Dual flow with Dual Humidifier and Flow-Meter.240 V Rating 50 Hz with a spare filter)	2	pieces		
4	Gun thermometer (infra red laser thermometer)- Infrared laser thermometer with rechargeable battery. Temp range 20-40 C and able to withstand high temperatures for upto 40C.	10	pieces		
5	Electric Suction Machines- (Portable High Negative pressure and Low flow, Double jar at least 2l each, Power 240v and 50 Hz current, Instantaneous pumping Speed >15l/m and Noise<60d)	5	pieces		
	TOTAL				

	<u>CATEGORY B–PERSONAL PROTECTIVE EQUIPMENT.</u> <u>REF: NCKK/KKM/PWRDF/2020/07/001-B</u>				
	<u>ITEM DESCRIPTION</u>				
1	Personal Protective Equipment- N95 Masks-B	1200	pieces		
2	Reusable Face-Shield- Reusable full face shield goggles (specification EN 166/2002)-B	1000	pieces		
3	Disposable Gowns/Coveralls-(Overalls, fluid-resistant, disposable, with elastic wrists, ankles and hood. Coverall, protection, Category III, type 6b, size M)-B	1000	pieces		
	TOTAL				
	<u>CATEGORY C–MEDICAL GASES & ACCESORIES.</u> <u>REF: NCKK/KKM/PWRDF/2020/07/001-C</u>				
	<u>ITEM DESCRIPTION</u>				
1	Oxygen Cylinders 12kg- (Carrier for Medical Oxygen able to be affixed to standard gauge with an Ohmenda/BS standard inlet)-C	5	pieces		
2	Oxygen Gauge with twin flowmeter and humidifier-(Input 2200 PSI, Output 50-22 PSI, Flux 12 levels of adjustment, Flow range 0-15lpm,Connection Outlet Ohmenda /BS standard-C	5	pieces		
	TOTAL				

Delivery period: 6

Quote Validity period: ----- 6

Notes:

1. Quoted rates **MUST** include transport to **NCKK FIELD OFFICE –KAKUMA, TURKANA COUNTY.**
2. **ALL PRICES SHOULD BE VAT INCLUSIVE**
3. Delivery period, place and validity of your quote to be included.
4. The quote must be dated, stamped and signed.
5. Failure to observe these conditions will lead to automatic disqualification of bid without obligation on our part.
6. The organization reserves the right to accept or reject any bid either wholly or in part and does not bind itself to accept the lowest or any bid or give reasons for the rejection.
7. If you are not able to quote for any reason, we shall appreciate a brief indication to this effect as soon as possible.
8. The bid documents should be delivered to, NCKK HEAD OFFICE, JUMUIA PLACE, 3RD FLOOR - LENANA ROAD not later than 31ST JULY 2020 AT 1100AM.

Quotation Submitted by: _____

Signature: _____

Date & Stamp: _____

Yours Sincerely,
NATIONAL COUNCIL OF CHURCHES OF KENYA