



OPEN NATIONAL TENDER (ONT)

Tender Document

For

**PROCUREMENT OF COURIER SERVICES FOR SMALL PARCELS AND
PACKAGES COUNTRYWIDE**

Invitation for Tender (IFT) Number:

KEMSA-ONT09-2022/2024

**Tender Closing date: Tuesday 30th November, 2022
Time: 10.00 AM**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INVITATION TO TENDER.....	7
SECTION I -INSTRUCTIONS TO TENDERERS.....	7
SECTION II - TENDER DATA SHEET (TDS)	26
SECTION III - EVALUATION AND QUALIFICATION CRITERIA	30
SECTION IV - TENDERING FORMS	35
i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE	48
ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	51
iii) SELF-DECLARATION FORMS	52
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015	52
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.....	54
2. TENDERER INFORMATION FORM.....	58
OTHER FORMS	59
QUALIFICATION FORMS	62
7. FORM EQU: EQUIPMENT	64
DECLARATION	67
TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION	68
11. FORM ELI -1.2	69
12. FORM CON -2.....	70
15. FORM FIN-3.3:.....	74
16. FORMFIN-3.4:	75
No.	75
Name of Contract	75
Procuring Entity's	75
17. FORM EXP-4.1	75
18. FORM EXP -4.2(a)	76
19. FORMEXP-4.2(b)	77
SCHEDULE FORMS.....	79
WORK SCHEDULES AND SPECIFICATIONS	79
1. The Specifications and Priced Activity Schedules	128
2. Method Statement	129
3. Work Plan	130
4. Other Time Schedule	141
6. FORM OF TENDER-SECURING DECLARATION	143
SECTION V - ACTIVITY SCHEDULE.....	144
PERFORMANCE SPECIFICATIONS AND DRAWINGS	146
SECTION VI - GENERAL CONDITIONS OF CONTRACT.....	159
B. SPECIAL CONDITIONS OF CONTRACT	159
C. APPENDICES	164
FORM No. 2 - PERFORMANCE SECURITY OPTION 2 - (Performance Bond).....	166
FORM NO. 3 - ADVANCE PAYMENT SECURITY[Demand Bank Guarantee].....	167
FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM	167
A. PRELIMINARY EXAMINATION.....

INVITATION TO TENDER

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

Contract Name and Description: KEMSA/ONT09/2022-2024 - PROCUREMENT OF COURIER SERVICES FOR SMALL PARCELS AND PACKAGES COUNTRYWIDE

Date 15th November, 2022

1. The Kenya Medical Supplies Authority (KEMSA) has set aside funds for use in the procurement of courier services for small parcels and packages countrywide during the financial year 2021-2022. It is intended that part of the proceeds of the funds will be used to cover eligible payments under contracts for procurement of courier services for small parcels and packages countrywide.
2. Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act (PPADA) 2015 and restricted to invited bidders.
3. You are hereby invited to submit a bid for the **procurement of courier services for small parcels and packages countrywide** for the items listed in the attached document.
4. Interested eligible bidders may download a complete set of tender documents from the KEMSA Website www.kemsa.co.ke and /or PPIP Portal: <https://tenders.go.ke>.

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

5. Completed serialized/paginated bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and Description and accompanied by an original bid security of an amount of **Kes. 1,200,000.00 (Kenya shillings One million, Two hundred thousand Only)** or equivalent in a freely convertible currency from Commercial Banks or Insurance Companies approved by the Insurance Regulatory Authority (IRA) and (Listed by Public Procurement Regulatory Authority). and should be addressed to:

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

And **MUST BE DEPOSITED** in the Tender Box No. 1 marked GOK/ World Bank at the Reception on the Ground Floor KEMSA's Commercial Street Office in Nairobi on or before **10.00 am** on **30th November, 2022**.

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

REGISTRATION FORM

**Tender No. KEMSA/ONT09/2022-2024 - PROCUREMENT OF COURIER SERVICES
FOR SMALL PARCELS AND PACKAGES COUNTRYWIDE**

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

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

procure@kemsaco.ke

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

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

3. Fraud and Corruption

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

4 Eligible Tenderers

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

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

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

5 Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

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

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

1. Site Visit

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

8 Pre-Tender Meeting

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

9 Clarification of Tender Documents

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

10 Amendment of Tender Documents

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

C. Preparation of Tenders

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

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

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

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

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

16. Tender Prices and Discounts

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

17 Currencies of Tender and Payment

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

18 Documents Establishing Conformity of Services

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

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

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

20 Period of Validity of Tenders

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

21 Tender Security

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

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

22 Format and Signing of Tender

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

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

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

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

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

26 Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

27 Tender Opening

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

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

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

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

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

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

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

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

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

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

E. Evaluation and Comparison of Tenders

28 Confidentiality

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

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

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

29 Clarification of Tenders

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

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

30 Deviations, Reservations, and Omissions

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

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

31 Determination of Responsiveness

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

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

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

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

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

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

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

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

32 Arithmetical Errors

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

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

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

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

33 Conversion to Single Currency

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

34 Margin of Preference and Reservations

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

35 Evaluation of Tenders

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

36 Comparison of Tenders

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

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

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

Abnormally High Tenders

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

38 Unbalanced and/or Front-Loaded Tenders

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

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

39 Qualification of the Tenderer

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

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

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

F. Award of Contract

43 Award Criteria

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

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

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

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

44 Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

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

46 Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

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

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

49 Adjudicator

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

50 Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	KEMSA-ONT09-2022/2024 KENYA MEDICAL SUPPLIES AUHTORITY PROCUREMENT OF COURIER SERVICES FOR SMALL PARCELS AND PACKAGES COUNTRYWIDE
ITT 1.2(a)	<i>Not Applicable</i>
ITT 2.2	The Intended Completion Date WILL BE STATED IN THE CONTRACT
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: N/A
ITT 3.4	The firms that provided consulting services NONE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: 3
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference <u>will not be held.</u> (b) A pre-arranged pretender visit of the site of the works visit <u>will not be held.</u>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than 7 days to closing date of the tender.
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website _____ <i>Not Applicable</i>
ITT 9.1	The Tenderer will submit any request for clarifications in writing at the address The Ag. Chief Executive Officer Kenya Medical Supplies Authority (KEMSA) Commercial Street, Industrial Area Nairobi/Kenya i) E- mail: procure@kemsaco.ke to reach the Procuring Entity not later than 7 days to closing date of the tender ii) The Procuring Entity shall publish its response promptly at the website. The Procuring Entity shall also promptly publish response at the website
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted</i>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<i>with the Tender] refer to evaluation criteria on pages 32 to 36</i>
	Other documents required are: <i>refer to evaluation criteria on pages 32 to 36</i>
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for completion _____ <i>[insert "shall be" or "shall not be"]</i> permitted. If permitted, the range of acceptable completion time is: _____ . NOT APPLICABLE If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: _____ <i>[insert parts of the Services]:</i> <i>[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]</i>
ITT 16.7	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 120 <i>days that is a multiple of seven counting as of the deadline for Tender submission]</i> days.
ITT 21.1	A Tender Security shall be required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kes. 1,200,000.00.
ITT 21.3 (a)	The Contract price shall be adjusted by _____%. Not applicable
ITT 22.1	In addition to the original of the Tender, the number of copies is: 1
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>A written Power of Attorney</i>
	D. Submission and Opening of Tenders
ITT 24.1	For Tender submission purposes only, the Procuring Entity's address is: Kenya Medical Supplies Authority, 13 Commercial Street P.O Box 47715-00100, Nairobi Tel No: 254 20 3922000/ 0719033000/ 0733606600 Email: procure@kemsa.co.ke ; Attention: <i>Ag. Chief Executive Officer</i>
ITT 27.1	The Tender opening shall take place at: Kenya Medical Supplies Authority, 13 Commercial Street, Procurement Offices, at the Tender Opening Hall Date: Wednesday 30th November, 2022 Time: <i>10:00 a.m</i>
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed and signed by 3

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

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

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

1.3 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria,(ii)has been determined to be substantially responsive to the Tender Documents, and(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

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

3 Tender Evaluation (ITT 35)

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

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

.....

- ii) **Alternative Technical Solutions** for specified parts of the

Works, if permitted under ITT 15.3, will be evaluated as follows:.....
.....

iii) **Other Criteria;** if permitted under ITT 35.2 (e):
.....

4 Multiple Contracts

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

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

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

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price.

Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5 Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

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

6 MARGIN OF PREFERENCE

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

- 6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

- 6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
- i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.
- 7 Post qualification and Contract award (ITT 39), more specifically,**
- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
 - b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____.
 - ii) Minimum average annual construction turnover of Kenya Shillings_____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ [insert of year] years.
 - iii) At least _____ (insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or

abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.

- iv) Contractor's Representative and Key Personnel, which are specified as

- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]*

-
- vi) Other conditions depending on their seriousness.

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

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

- b) **Pending Litigation**

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

- c) **Litigation History**

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

EVALUATION CRITERIA

Section A: Preliminary evaluation

Preliminary Evaluation of Brokers (Mandatory Requirements)		
No.	Description	Yes/No
MR1	Certificate of Registration/Incorporation with Registrar of Companies. (Mandatory).	
MR2	Valid tax compliance certificate issued by Kenya Revenue Authority (KRA). (Mandatory).	
MR3	Provide evidence of compliance to labour laws (NSSE, NHIF, and WIBA) (Mandatory).	
MR4	Tender security of Kes. 1,200,000.00 from a bank or PPRA recognized Insurance Company and valid for 150 days from the date of tender opening. (Mandatory).	
MR5	Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3..... n where n is the last page). (Mandatory).	
MR6	Tender form (on a letterhead showing the tenderers complete name and business address) duly completed and signed . <i>The Form of Tender shall include the following Forms duly completed and signed by the Tenderer or authorized representative (attach power of attorney where applicable)</i> <ul style="list-style-type: none"> <i>i. Tenderer's Eligibility-Confidential Business Questionnaire (Mandatory).</i> <i>ii. Certificate of Independent Tender Determination. (Mandatory).</i> <i>iii. Self-Declaration of the Tenderer:</i> <ul style="list-style-type: none"> (a) Duly completed and signed self-Declaration that the person/ tenderer is not debarred in the matter of the PPADA 2015 (Mandatory). (b) Duly completed and signed self-Declaration that the person/ Tenderer will not engage in any corrupt/fraudulent practice (Mandatory). (c) Duly completed and signed declaration and commitment to the code of ethics (Mandatory). 	
MR7	A copy of license for postal/courier service operator - from Communications Authority.	
MR8	Provide evidence of cold chain capability for atleast 3 vehicles (vehicle calibration certificates) (Mandatory).	
	NOTE: ONLY BIDDERS WHO PASS THE MANDATORY STAGE WILL PROCEED TO THE TECHNICAL EVALUATION STAGE.	

NOTE: In a joint venture situation the above mandatory requirements (**MR1, MR2 and MR3**) must be submitted by each of the respective entities forming the joint venture.

The responsive bidders at this stage will proceed to technical evaluation.

Section B: Technical Evaluation

No	Description	Yes/No
1	<p>Proof of ownership (Copies of log books to be provided as evidence of ownership)</p> <ul style="list-style-type: none"> Below 1 tonne- at least 10 vehicles <p><i>Vehicles to be registered under bidders name, or Joint ownership (Provide evidence).</i></p>	
2	<p>Management Capacity and Experience Provide evidence of management capacity and experience of management team or either of the parties to the joint venture structure, relevant support capabilities.</p> <ul style="list-style-type: none"> Operations Manager - minimum qualification of a Diploma in any field. Curriculum vitae or any evidence demonstrating 5 years experience in transport/logistics/supply chain management. Provide certified copies of certificates and C.V. 	
3	Provide organization structure of the company.	
4	Provide a mobilization plan to meet the requirements of the contract starting on day one of execution and beyond.	
5	Minimum 10 years relevant experience of the bidding entity (or if the bidding firm is a joint venture, then the lead firm should have the minimum 10 year's experience) in postal and courier services.	
	At least One (1) current relevant customer referrals within the last three (3) years of Kes. 20,000,000.00 annual revenue (Attach a copy of referral letter).	
7	Provide evidence of installation of GPS and fleet tracking management tools (Give current certificates/ proof of the same). (Total number of vehicles captured under Technical criteria 1).	
8	Provide evidence of operational quality management practices-authentic certifications (e.g., ISO, KEBS and or any other recognized management system or organization).	
	NOTE: EVALUATION AT THIS STAGE WILL BE ON A YES/NO BASIS AND BIDDERS MUST MEET ALL REQUIREMENTS TO PROCEED TO FINANCIAL EVALUATION	

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

Section C: Financial

The lowest evaluated responsive bidder will be recommended for award of contract.

Section D: Post Qualification

The bidder recommended for award shall be subjected to a post qualification process to determine the bidder's technical and financial capability. Should the bidder fail to satisfy this requirement they will be disqualified and a similar determination subjected to the second lowest evaluated responsive bidder.

SECTION 1. PURPOSE OF THE SERVICE LEVEL AGREEMENT

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

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

SECTION 2. PARTIES COVERED BY THE AGREEMENT

2.1 The parties covered by this agreement are:

Service Provider: "XXXXX"

Client: **Kenya Medical Supplies Authority (KEMSA)**

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

SECTION 3. SCOPE OF SERVICES COVERED BY THE AGREEMENT

3.1 The Kenya Medical Supplies Authority (KEMSA) is generally responsible for the distribution of HPTs to public health facilities.

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

SECTION 4. KEY PERFORMANCE INDICATORS (KPIs):

4.1 This SLA outlines the responsibilities of the transporter in the following areas:

- Vehicle Availability

- Appointment Time
- On-Time Delivery
- Return of Proof of Delivery (POD)
- Electronic Proof of Delivery (e-POD) utilization
- Vehicle visibility
- Transport Safety/Security
- Returns Management
- Incident Management
- Accuracy, quality and completeness of delivery reports.

The following KPIs shall form the score card in the performance tool as per the ratings indicated;

1. Vehicle Availability-100%
2. On-Time Delivery-100%
3. Return of Proof of Delivery (POD)-100%
4. Electronic Proof of Delivery (e-POD) utilization-100%
5. Vehicle visibility-100%

The service level agreement Key Performance Indicators (below) indicate the agreement made between KEMSA and each individual transporter. Each of the areas indicated are tracked and monitored on a monthly/Quarterly basis.

SLAs shall be monitored and tracked with the following structure:

- Monthly/Quarterly performance audits with transporter and KEMSA management will be conducted.
- Contract will be terminated for non-performance.
- Once a contract is terminated, KEMSA will engage another transporter.

KPI	Performance Target	Average Minimum Threshold	Individual Threshold	Penalties	Process Owner	Monitoring Technique	Reporting Frequency
Vehicle Availability	Vehicle arrives at KEMSA	80%	100%	If average of all four metrics is lower than the	Transporter	Measure time taken from	Monthly

	within Twenty-Four (24) hours following requisition by KEMSA distribution staff			80.00% threshold (per month) First Offense: Warning; Second Offense: Warning, Third Offense: Contract Termination.		requisition to truck arrival at KEMSA security gate check	
Appointment Time	Vehicle arrives at KEMSA on or before requested appointment time		100%	Any unjustified late delivery of more than 1 day for emergency orders and 3 working days for PHFs beyond the expected days shall attract a penalty of 2.5% of the invoice amount.	Transporter	Measure time of arrival corresponding to appointment time request	Monthly
On-Time Delivery	Deliveries are made within one (1) day for emergency orders to hospitals and PHFs deliveries are completed within two (2) working days.		100%		Transporter	Measure time taken from departure from KEMSA to the time of delivery shown on PoD	Monthly
Return of Proof of Delivery (POD)	POD is returned to KEMSA within five (5) working days after actual delivery to		100%		Transporter	Measure time taken after completion delivery of HPTs to receipt of POD at	Monthly

	the facility				KEMSA		
Electronic Proof of Delivery (e-POD) utilization	Capturing of real-time data upon receipt of HPTs by the facilities		100%		Transporter	Time taken to utilize e-POD after receipt of HPTs at facilities.	Monthly
Vehicle visibility	Visibility of HPTs in transit		100%		Transporter	Measure of visibility of vehicles in transit	Monthly
Transport Safety / Security	Noted damage and/or loss during transportation	100%		Surcharge the value of damaged or lost items plus 8% on value of items as KEMSA management fee.	Transporter	Measure actual instances of damage / loss	Monthly
Returns Management	Returns from facilities including HPTs, data loggers, cooler boxes are returned to KEMSA within five (5) days for both hospitals	100%		Any unjustified delayed return of more than 5 working days shall attract a penalty of 2.5% of the value of returned HPTs	Transporter	Measure timely reverse logistics to KEMSA	Monthly

	and PHFs					
Incident Management	Incidents reporting to KEMSA shall be within 12 hours and 24 hours for hard to reach areas.	100%	Failure to report on time shall impact negatively on transporters performance rating	Transporter	Measure all incidents reported and full reports submitted to KEMSA	Quarterly
Accuracy, quality and completeness of delivery reports	Complete, accurate and complete distribution reports submitted to KEMSA on a daily basis during distribution period.	100%	Failure to accurate, quality and complete reports shall impact negatively on transporters performance rating	Transporter	Measure accuracy and completeness of distribution reports submitted to KEMSA	Quarterly

SECTION 5: PENALTIES

5.1 Under performance shall attract a 2.5% penalty of the invoiced amount with exception but limited to;

- Force Majeure
- Insecurity
- Strike/County trainings
- Vehicle break down
- Closed facilities

All the above listed shall be reported back to KEMSA within Twenty-Four (24) hours to avoid such penalties attributed to non-performance.

A penalty shall apply where TAT is more than 6 and 8 working days for hospitals and PHFs respectively. This is further broken down as follows;

- More than one day for emergency order deliveries
- More than 3 days for PHFs distribution
- More than 5 days for return of PODs, HPTs, data loggers, cooler boxes and e-locks

5.2 Damage or loss during transportation of HPTs shall result in a surcharge which includes value of the commodities plus 8% on the value of commodities as KEMSA management fees.

5.3 Loss or damage of original POD shall result in surcharge of 3% on the value of the commodities (equivalent to revenue lost for distribution services rendered by the Authority to development partners)

SECTION 6. CHANGES TO THIS AGREEMENT

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

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

SECTION 7: GPS REQUIREMENTS

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

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

SECTION 8: E-POD APP UTILIZATION

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

Signed:

KEMSA

XXXX

TECHNICAL SPECIFICATIONS

1.0 Technical proposal

Offerors must prepare and submit a technical proposal, which shall comprise the following:

- a) ***Approach and Methodology***: The Offeror should provide a presentation of their strategy and approach to the scope of work.
- b) ***Cold-chain Distribution Capacity and Protocols***: The offeror should discuss its capacity to distribute cold chain products. The offeror should discuss any cold-chain equipment owned and operates, if any, and its experience in handling temperature-controlled boxes and/or commodities, and temperature monitoring devices as well as protocols for monitoring the temperature of commodities while in-transit.
- c) ***Capability for In-Transit Tracking***: The offeror must discuss the offeror's capability for comprehensive in-transit tracking. The offeror is required to have and use Global Positioning (GPS) tracking devices for in-transit tracking, and the capacity to provide route-tracking documentation. The offeror should discuss the number of vehicles in its possession that carries GPS tracking equipment, and confirm that it has the capacity to provide route-tracking and route-validation documentation.
- d) ***Standard Operating Procedures for Cold and Non-Cold Chain Capacity***. The offeror is required to submit one (1) copy of the offeror's established standard operating procedures (SOP) for transportation of commodities, including time and temperature sensitive HPT and Controlled Medicines.

Eligible Vehicles and Equipment

All vehicles and equipment quoted should comply with Good Distribution Practices (GDP) and guidelines for transportation of pharmaceuticals in Kenya as prescribed by Pharmacy and Poisons Board (PPB) Guidelines 2019.

Pharmaceuticals shall be transported in a manner that meets the product specifications for storage. Temperature/ humidity -controlled vessels shall be used for transportation of pharmaceuticals and these shall be calibrated by an accredited standardization body to ensure they comply with temperature and humidity requirements.

SCHEDULE OF REQUIREMENTS

1 Introduction

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

2 Facility Information

Facilities are operational from 8:00am to 5:00pm each weekday (excluding public holidays). However, some NGOs facilities and private hospitals may have special opening days and hours. The Successful bidder is encouraged to familiarise themselves with these circumstances.

At a minimum, the following activities are to be performed during the offload process at the facility:

- Trace the authorised facility representative
- Verify packages/boxes and documents (delivery notes and waybill)
- Authorised facility representative signs and stamps relevant delivery notes (proof of delivery) and waybill.

3 Frequency of Deliveries

Delivery to health facilities will generally be as and when necessary.

4 Load Size and Weights

This will vary from time to time.

Transport Services for distribution of parcels to Rural Health Facilities

(i) Where the service provider delivers parcels to all Rural Health Facilities within a county, a county cycle rate shall apply.

SECTION IV - TENDERING FORMS

1 FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

Alternative No.: _____ [insert identification No

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

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

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

Or

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

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

Name of Recipient	Address	Reason	Amount

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

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

Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

Yes/No.....

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____

Title _____

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

iii) SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/
2. Director of (*insert name of the Company*) who is a Bidder in
respect of **Tender No.** for.....(*insert tender title/description*)
for.....(*insert name of the Procuring entity*) and duly authorized and competent to make
this statement.
3. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.
4. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No..... for(*insert tender title/description*) for(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/ Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

iv) **APPENDIX1-FRAUDANDCORRUPTION**

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

- a) Shall not take part in the procurement proceedings;
- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

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

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

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

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

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

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

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

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

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

2. TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name:*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*

4. Tenderer's year of registration:*[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

Name:*[insert Authorized Representative's name]*

Address.....*[insert Authorized Representative's Address]*

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

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

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT

4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6

documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3 TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

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

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

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

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

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

TENDER-SECURING DECLARATION FORM

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

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

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

To:.....[insert complete name of Purchaser] I/We, the undersigned, declare that:

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

Signed:.....

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

Name:

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

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

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

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

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

7. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

9. FORM PER-2:

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

Name of Tenderer

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

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

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

DECLARATION

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

10 FORM ELI -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

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

11. FORM ELI -1.2

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

Date: _____

ITT No. and title: _____

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

12. FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

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

**13. FORM FIN – 3.1:
Financial Situation and Performance**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

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

*Refer to ITT 15 for the exchange rate

Sources of Finance

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

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

Financial documents

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

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

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

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

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

15. FORM FIN-3.3:

Financial Resources

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

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

16. FORM

17. MFIN-3.4:

Current Contract Commitments / Works in Progress

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

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

18. FORM EXP-4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of

_____ pages

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

		Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

19. FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

20. FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

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

1. Key Activity No One: _____

		Information			
Contract Identification					
Award date					
Completion date					
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>	
Total Contract Amount		Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)	
Year 1					
Year 2					
Year 3					
Year 4					
Procuring Entity's Name:					
Address:					
Telephone/fax number					
E-mail:					

³If applicable

2 Activity No.

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

Two

3.....

PRICE SCHEDULE

COURIER SERVICES FROM NAIROBI DISTRIBUTION CENTRE TO DESIGNATED FACILITIES									
No.	MFL Code	Facility Name	Sub County	County	Approx. Dist- Km	Below 1kgs	1kg-20kg	21kg-50kg	Extra Kg above 50kgs
1	713	Baringo Central District MOH	Baringo Central	Baringo	305				
2	K3001	Baringo Central Sub County	Baringo Central	Baringo	305				
3	30	Baringo County	Baringo Central	Baringo	305				
4	14607	Baringo County Refferal Hospital	Baringo Central	Baringo	305				
5	K611	Baringo DMOH	Baringo Central	Baringo	305				
6	K3007	Baringo South Subcounty	Baringo Central	Baringo	332				
7	K3003	East Pokot Sub County	Baringo Central	Baringo	332				
8	18279	Mwafrika Institute of Development	Baringo Central	Baringo	305				
9	15718	Tenges Sub County Hospital	Baringo Central	Baringo	289				
10	714	Baringo North District MOH	Baringo North	Baringo	390				
11	K3002	Baringo North Sub County	Baringo North	Baringo	390				
12	14241	Bartabwa Sub County Hospital	Baringo North	Baringo	390				
13	14243	Barwessa Sub County Hospital	Baringo North	Baringo	362				
14	14609	Kabartonjo District Hospital	Baringo North	Baringo	322				
15	14432	Eldama Ravine District Hospital	Koibatek	Baringo	231				
16	14474	Equator Sub County Hospital	Koibatek	Baringo	247				
17	716	Koibatek District MOH	Koibatek	Baringo	231				
18	K3004	Koibatek Sub County	Koibatek	Baringo	231				
19	15174	Mercy Mission Hospital - Koibatek	Koibatek	Baringo	231				
20	900	Mogotio District MOH	Koibatek	Baringo	204				
21	15725	Timboroa Sub County Hospital	Koibatek	Baringo	258				
22	14867	Kimalel Sub County Hospital	Marigat	Baringo	299				
23	901	Marigat District MOH	Marigat	Baringo	257				
24	K3005	Marigat Sub County	Marigat	Baringo	257				
25	15138	Marigat Sub District Hospital	Marigat	Baringo	257				

26	15192	Mochongoi Sub County Hospital	Marigat	Baringo	244				
27	14446	Emining Sub County Hospital	Mogotio	Baringo	227				
28	K3006	Mogotio Sub County	Mogotio	Baringo	204				
29	15410	Olkokwe Health Centre	Mogotio	Baringo	204				
30	14321	Chemolingot Sub District Hospital	Tiaty (East Pokot)	Baringo	332				
31	715	East Pokot District MOH	Tiaty (East Pokot)	Baringo	332				
32	14979	Kolowa Sub County Hospital	Tiaty (East Pokot)	Baringo	399				
33	15707	Tangulbei Sub County Hospital	Tiaty (East Pokot)	Baringo	329				
34	1005707	Tiaty (East Pokot) Sub County	Tiaty (East Pokot)	Baringo	332				
35	36	Bomet County	Bomet	Bomet	231				
36	743	Bomet District MOH	Bomet	Bomet	231				
37	K3601	Bomet Sub County	Bomet	Bomet	231				
38	95178	Chepalungu District MOH	Bomet	Bomet	233				
39	15077	Longisa Referral Hospital	Bomet	Bomet	209				
40	15719	Tenwek Mission Hospital	Bomet	Bomet	237				
41	K3605	Bomet Central Subcounty	Bomet Central	Bomet	240				
42	K3606	Bomet East Subcounty	Bomet East	Bomet	209				
43	K3602	Chepalungu Sub County	Chepalungu	Bomet	233				
44	15565	Sigor Sub District Hospital (Bomet)	Chepalungu	Bomet	244				
45	14366	Cheptalal Sub-District Hospital	Konoin	Bomet	263				
46	1002004	Konoin DMOH	Konoin	Bomet	254				
47	K3603	Konoin Sub County	Konoin	Bomet	254				
48	14741	Kaplong Mission Hospital	Sotik	Bomet	280				
49	742	Sotik District MOH	Sotik	Bomet	257				
50	K3604	Sotik Sub County	Sotik	Bomet	257				
51	K00	Bumula District MOH	Bumula	Bungoma	420				
52	812	Bungoma North District MOH	Bungoma North	Bungoma	420				
53	811	Bungoma South District MOH	Bungoma South	Bungoma	432				
54	15855	Cheptais Sub County Hospital	Cheptais	Bungoma	462				
55	K3902	Bungoma Central Sub County	Kabuchai Central	Bungoma	427				
56	15860	Chwele Sub District Hospital	Kabuchai Central	Bungoma	427				
57	15828	Bungoma County Referral Hospital	Kanduyi	Bungoma	422				
58	1000863	Kimilili MOH	Kimilili	Bungoma	423				
59	15950	Kimilili Subcounty Hospital	Kimilili	Bungoma	423				

60	16025	Mt Elgon Sub County Hospital	Mt. Elgon	Bungoma	428				
61	815	Mt. Elgon District MOH	Mt. Elgon	Bungoma	428				
62	814	Bungoma West District MOH	Sirisia	Bungoma	441				
63	K3906	Bungoma West Sub County	Sirisia	Bungoma	441				
64	16130	Sirisia Hospital	Sirisia	Bungoma	456				
65	K3904	Bungoma North Sub County	Tongaren	Bungoma	381				
66	16061	Naitiri Sub-County Hospital	Tongaren	Bungoma	381				
67	15808	Bokoli Sub District Hospital	Webuye West	Bungoma	394				
68	813	Bungoma East District MOH	Webuye West	Bungoma	437				
69	K3903	Bungoma East Sub County	Webuye West	Bungoma	437				
70	15965	Friends Lugulu Mission Hospital	Webuye West	Bungoma	388				
71	16161	Webuye District Hospital	Webuye West	Bungoma	392				
72	819	Bunyala District MOH	Bunyala	Busia	450				
73	K4001	Bunyala Sub County	Bunyala	Busia	450				
74	16091	Port Victoria District Hospital	Bunyala	Busia	477				
75	816	Busia District MOH	Busia	Busia	454				
76	95245	Butula District MOH	Busia	Busia	420				
77	K4003	Butula Sub County	Butula	Busia	450				
78	15939	Khunyang Sub District Hospital	Butula	Busia	443				
79	15834	Busia District Hospital	Matayos	Busia	469				
80	479	Nambale DMOH	Nambale	Busia	425				
81	K4004	Nambale Sub County	Nambale	Busia	425				
82	818	Samia District MOH	Samia	Busia	444				
83	K4005	Samia Sub County	Samia	Busia	444				
84	16128	Sio Port Sub District Hospital	Samia	Busia	471				
85	16150	Teso District Hospital	Teso North	Busia	442				
86	480	Teso North DMOH	Teso North	Busia	445				
87	K4006	Teso North Sub County	Teso North	Busia	442				
88	15795	Alupe Sub District Hospital	Teso South	Busia	454				
89	817	Teso South District MOH	Teso South	Busia	446				
90	K4007	Teso South Sub County	Teso South	Busia	446				
91	721	Keiyo District MOH	Keiyo	Elgeyo Marakwet	355				
92	14586	Iten District Hospital	Keiyo North	Elgeyo Marakwet	357				

93	K2801	Keiyo North Sub County	Keiyo North	Elgeyo Marakwet	355				
94	15703	Tambach Sub District.Hospital	Keiyo North	Elgeyo Marakwet	392				
95	14680	Kamwosor Sub-County Hospital	Keiyo South	Elgeyo Marakwet	281				
96	14776	Kaptarakwa Sub District.Hospital	Keiyo South	Elgeyo Marakwet	317				
97	905	Keiyo South District MOH	Keiyo South	Elgeyo Marakwet	294				
98	K2802	Keiyo South Sub County	Keiyo South	Elgeyo Marakwet	294				
99	14961	Kocholwo Sub District Hospital	Keiyo South	Elgeyo Marakwet	282				
100	720	Marakwet West District MOH	Marakwet	Elgeyo Marakwet	408				
101	28	Elgeyo Marakwet County	Marakwet East	Elgeyo Marakwet	357				
102	903	Marakwet East DMOH	Marakwet East	Elgeyo Marakwet	388				
103	K2803	Marakwet East Sub County	Marakwet East	Elgeyo Marakwet	388				
104	15738	Tot Sub District Hospital	Marakwet East	Elgeyo Marakwet	356				
105	14294	Chebiemit District Hospital	Marakwet West	Elgeyo Marakwet	393				
106	14767	Kapsowar (Aic) Hospital	Marakwet West	Elgeyo Marakwet	389				
107	K2804	Marakwet West Sub County	Marakwet West	Elgeyo Marakwet	408				
108	K1402	Embu North Sub County	Embu North	Embu	132				
109	14	Embu County	Manyatta	Embu	142				
110	430	Embu North DMOH	Manyatta	Embu	132				
111	12004	Embu Provincial General Hospital	Manyatta	Embu	132				
112	K1403	Manyatta Sub County	Manyatta	Embu	142				
113	16857	Regional Blood Transfusion Centre (Embu)	Manyatta	Embu	132				
114	16464	Ishiara Sub District Hospital	Mbeere North	Embu	193				
115	16467	Mbeere District Hospital	Mbeere North	Embu	156				
116	416	Mbeere North DMOH	Mbeere North	Embu	156				
117	K1404	Mbeere North Sub County	Mbeere North	Embu	156				
118	431	Mbeere South DMOH	Mbeere South	Embu	160				
119	K1405	Mbeere South Sub County	Mbeere South	Embu	160				

120	12413	Consolata Kyemi Hospital	Runyenjes	Embu	157				
121	95059	Embu East District MOH	Runyenjes	Embu	157				
122	12279	Kianjokoma Sub District Hospital	Runyenjes	Embu	160				
123	12719	Runyenjes District Hospital	Runyenjes	Embu	157				
124	95061	Runyenjes District MOH	Runyenjes	Embu	157				
125	K1401	Runyenjes Sub County	Runyenjes	Embu	157				
126	1001490	Balambala DMOH	Balambala	Garissa	400				
127	K0701	Balambala Sub County	Balambala	Garissa	400				
128	13298	Balambala Sub-District Hospital	Balambala	Garissa	400				
129	1001491	Daadab DMOH	Daadab	Garissa	470				
130	13316	Daadab Sub- District Hospital	Daadab	Garissa	470				
131	K0702	Dadaab Sub County	Daadab	Garissa	470				
132	13318	Dagahaley Hospital	Daadab	Garissa	663				
133	18799	Ifo 2 Hospital	Daadab	Garissa	480				
134	13368	Ifo Hospital	Daadab	Garissa	480				
135	13339	Bura District Hospital(Fafi)	Fafi	Garissa	485				
136	503	Fafi District MOH	Fafi	Garissa	485				
137	K0703	Fafi Sub County	Fafi	Garissa	485				
138	13359	Hagadera Hospital	Fafi	Garissa	473				
139	7	Garissa County	Garissa	Garissa	371				
140	501	Garissa District MOH	Garissa	Garissa	371				
141	13346	Garissa Provincial General Hospital	Garissa	Garissa	371				
142	K0704	Garissa Sub County	Garissa	Garissa	371				
143	13369	Iftin Sub District Hospital	Garissa	Garissa	413				
144	19037	Medina Hospital	Garissa	Garissa	368				
145	1001492	Hulugho DMOH	Hulugho	Garissa	612				
146	K0705	Hulugho Sub County	Hulugho	Garissa	612				
147	13365	Hulugho Sub District Hospital	Hulugho	Garissa	612				
148	504	Ijara District MOH	Ijara	Garissa	542				
149	K0706	Ijara Sub County	Ijara	Garissa	542				
150	13406	Masalani (Ijara) District Hospital	Ijara	Garissa	542				
151	502	Lagdera District MOH	Lagdera	Garissa	533				
152	K0707	Lagdera Sub County	Lagdera	Garissa	533				

153	13411	Modogashe District Hospital	Lagdera	Garissa	533				
154	43	Homa Bay County	Homabay Town	Homa Bay	376				
155	13608	Homa Bay County Teaching And Referral Hospital	Homabay Town	Homa Bay	376				
156	607	Homabay District MOH	Homabay Town	Homa Bay	376				
157	13777	Marindi Sub County Hospital	Homabay Town	Homa Bay	346				
158	13638	Kabondo Sub-District Hospital	Kabondo Kasipul	Homa Bay	320				
159	13798	Mbita District Hospital	Mbita	Homa Bay	414				
160	1000836	Mbita DMOH	Mbita	Homa Bay	414				
161	K4302	Mbita Sub County	Mbita	Homa Bay	414				
162	13967	Ogongo Sub District Hospital	Mbita	Homa Bay	386				
163	1000837	Ndhiwa DMOH	Ndhiwa	Homa Bay	385				
164	K4303	Ndhiwa Sub County	Ndhiwa	Homa Bay	385				
165	13841	Ndhiwa Sub District Hospital	Ndhiwa	Homa Bay	385				
166	13653	Kandiego Sub District Hospital	Rachuonyo North	Homa Bay	398				
167	13667	Kendu Adventist Hospital	Rachuonyo North	Homa Bay	372				
168	13668	Kendu Sub-District Hospital	Rachuonyo North	Homa Bay	369				
169	609	Rachuonyo North DMOH	Rachuonyo North	Homa Bay	342				
170	13789	Matata Nursing Hospital	Rachuonyo South	Homa Bay	331				
171	13926	Nyangiela Sub District	Rachuonyo South	Homa Bay	344				
172	14022	Rachuonyo District Hospital	Rachuonyo South	Homa Bay	342				
173	14036	Rangwe Sub District Hospital	Rangwe	Homa Bay	347				
174	13701	Kisegi Sub District Hospital	Suba	Homa Bay	437				
175	14130	Suba District Hospital	Suba	Homa Bay	451				
176	608	Suba District MOH	Suba	Homa Bay	451				
177	K4306	Suba Sub County	Suba	Homa Bay	451				
178	12029	Garbatula District Hospital	Garbatulla	Isiolo	567				
179	406	Garbatula District MOH	Garbatulla	Isiolo	567				
180	K110101	Garbatula Sub County	Garbatulla	Isiolo	567				
181	11	Isiolo County	Isiolo	Isiolo	273				
182	12094	Isiolo District Hospital	Isiolo	Isiolo	273				
183	K110202	Isiolo Sub County	Isiolo	Isiolo	273				
184	K110201	MOH(Isiolo)	Isiolo	Isiolo	273				
185	405	Isiolo District MOH	Merti	Isiolo	273				
186	K110301	Merti Sub County	Merti	Isiolo	273				

187	904	Isinya District DMOH	Isinya	Kajiado	58				
188	20850	Caregivers Community Hospital	Kajiado Central	Kajiado	70				
189	737	Kajiado Central District MOH	Kajiado Central	Kajiado	69				
190	K3402	Kajiado Central Sub County	Kajiado Central	Kajiado	69				
191	34	Kajiado County	Kajiado Central	Kajiado	69				
192	14652	Kajiado County Referral Hospital	Kajiado Central	Kajiado	69				
193	21955	Rayaan Hospital	Kajiado Central	Kajiado	168				
194	14950	Kitengela Sub County Hospital	Kajiado East	Kajiado	32				
195	K478	Kajiado North District MOH	Kajiado North	Kajiado	29				
196	K3403	Kajiado North Sub County	Kajiado North	Kajiado	29				
197	18084	Mariakani Cottage Hospital Ongatta Rongai	Kajiado North	Kajiado	21				
198	20827	Meridian Hospital Kiserian	Kajiado North	Kajiado	27				
199	18195	Nairobi Women Hospital Ongata Rongai	Kajiado North	Kajiado	22				
200	18238	Ngong Rapha Hospital	Kajiado North	Kajiado	29				
201	15351	Ngong Sub County Hospital	Kajiado North	Kajiado	29				
202	21860	Sinai Hospital	Kajiado North	Kajiado	18				
203	15581	Sinai Mount Hospital	Kajiado North	Kajiado	19				
204	18190	St. Paul's Hospital	Kajiado North	Kajiado	20				
205	15051	Loitokitok Sub County Hospital	Kajiado South	Kajiado	212				
206	738	Loitokitok District MOH	Loitok Tok	Kajiado	212				
207	15836	Butere District Hospital	Butere	Kakamega	419				
208	810	Butere District MOH	Butere	Kakamega	419				
209	1001410	Butere Sub County	Butere	Kakamega	419				
210	95251	Khwisero District MOH	Butere	Kakamega	352				
211	15999	Manyala Sub District Hospital	Butere	Kakamega	425				
212	15899	Iguhu County Hospital	Ikolomani	Kakamega	391				
213	K3705	Ikolomani Sub County	Ikolomani	Kakamega	356				
214	802	Kakamega South District MOH	Ikolomani	Kakamega	405				
215	K616	Kakamega West DMOH	Ikolomani	Kakamega	405				
216	16107	Shibwe Sub-County Hospital	Ikolomani	Kakamega	339				
217	K3706	Khwisero Sub County	Khwisero	Kakamega	352				
218	481	Likuyani DMOH	Likuyani	Kakamega	349				
219	1001402	Likuyani Sub County	Likuyani	Kakamega	349				

220	15961	Likuyani Sub-County Hospital	Likuyani	Kakamega	349				
221	16008	Matunda Sub District Hospital	Likuyani	Kakamega	365				
222	805	Lugari District MOH	Lugari	Kakamega	365				
223	1001400	Lugari Sub County	Lugari	Kakamega	365				
224	15969	Lumakanda County Hospital	Lugari	Kakamega	363				
225	95257	Matete District MOH	Lugari	Kakamega	358				
226	16010	Mautuma Sub County Hospital	Lugari	Kakamega	375				
227	801	Kakamega Central District MOH	Lurambi	Kakamega	405				
228	37	Kakamega County	Lurambi	Kakamega	405				
229	K615	Lurambi DMOH	Lurambi	Kakamega	370				
230	1001409	Lurambi Sub County	Lurambi	Kakamega	370				
231	455	Navakholo DMOH	Lurambi	Kakamega	370				
232	K3704	Kakamega North (Malava) Sub County	Malava	Kakamega	425				
233	803	Kakamega North District MOH	Malava	Kakamega	405				
234	K614	Malava DMOH	Malava	Kakamega	402				
235	1001407	Malava Sub County	Malava	Kakamega	402				
236	K3709	Matete Sub County	Matete	Kakamega	358				
237	456	Matungu DMOH	Matungu	Kakamega	433				
238	K3710	Matungu Sub County	Matungu	Kakamega	433				
239	16037	Mumias Sub-District Hospital (Matungu)	Matungu	Kakamega	433				
240	809	Mumias District MOH	Mumias East	Kakamega	381				
241	1001403	Mumias East Sub County	Mumias East	Kakamega	381				
242	K3711	Mumias Sub County	Mumias East	Kakamega	381				
243	16141	St.Marys Mission Hospital - Mumias	Mumias East	Kakamega	358				
244	1001401	Mumias West Sub County	Mumias West	Kakamega	391				
245	1001411	Navakholo Sub County	Navakholo	Kakamega	428				
246	16078	Navakholo Sub District Hospital	Navakholo	Kakamega	428				
247	804	Kakamega East District MOH	Shinyalu	Kakamega	407				
248	K3703	Kakamega East(Shinyalu) Sub County	Shinyalu	Kakamega	407				
249	1001404	Shinyalu Sub County	Shinyalu	Kakamega	404				
250	1005701	Ainamoi Sub County	Ainamoi	Kericho	270				
251	14831	Kericho District Hospital	Ainamoi	Kericho	275				
252	434	Belgut DMOH	Belgut	Kericho	283				

253	K3501	Belgut Sub County	Belgut	Kericho	283				
254	14178	Aic Litein Mission Hospital	Bureti	Kericho	295				
255	741	Bureti District MOH	Bureti	Kericho	298				
256	K3502	Bureti Sub County	Bureti	Kericho	298				
257	14706	Kapkatet District Hospital	Bureti	Kericho	274				
258	15498	Roret Sub District Hospital	Bureti	Kericho	300				
259	K150	Kemri Wrp Hiv Lab(Kericho)	Kericho	Kericho	275				
260	35	Kericho County	Kericho	Kericho	275				
261	739	Kericho District MOH	Kericho	Kericho	275				
262	K3503	Kericho Sub County	Kericho	Kericho	275				
263	14890	Kipchimchim M Hospital	Kericho	Kericho	267				
264	740	Kipkelion District MOH	Kipkelion East	Kericho	262				
265	K3504	Kipkelion East Sub County	Kipkelion East	Kericho	262				
266	15074	Londiani District Hospital	Kipkelion East	Kericho	232				
267	14501	Fort Tenan Sub District Hospital	Kipkelion West	Kericho	293				
268	14897	Kipkelion Sub District Hospital	Kipkelion West	Kericho	262				
269	1005528	Kipkelion West Sub County	Kipkelion West	Kericho	262				
270	15568	Sigowet Sub-District Hospital	Sigowet/Soin	Kericho	311				
271	1005529	Sigowet/Soin Sub County	Sigowet/Soin	Kericho	311				
272	1001985	Gatundu North DMOH	Gatundu North	Kiambu	61				
273	K2203	Gatundu North Sub County	Gatundu North	Kiambu	61				
274	10338	Igegania Sub-District Hospital	Gatundu North	Kiambu	43				
275	10338	Igegania Sub-District Hospital	Gatundu North	Kiambu	61				
276	10233	Gatundu District Hospital	Gatundu South	Kiambu	55				
277	K2206	Gatundu South Subcounty	Gatundu South	Kiambu	55				
278	K2202	Gatundu Sub County	Gatundu South	Kiambu	55				
279	210	Gatundu District MOH	Githunguri	Kiambu	36				
280	1000945	Githunguri DMOH	Githunguri	Kiambu	36				
281	K2204	Githunguri Sub County	Githunguri	Kiambu	36				
282	K2213	Juja Sub County	Juja	Kiambu	32				
283	K2214	Kabete Sub County	Kabete	Kiambu	34				
284	10895	Nyathuna Sub-District Hospital	Kabete	Kiambu	34				
285	K2205	Kiambaa Sub County	Kiambaa	Kiambu	29				
286	10591	Kihara Sub-District Hospital	Kiambaa	Kiambu	29				

287	22	Kiambu County	Kiambu	Kiambu	38				
288	10539	Kiambu County Referral Hospital	Kiambu	Kiambu	38				
289	208	Kiambu East District MOH	Kiambu	Kiambu	37				
290	1005261	Kiambu Sub County	Kiambu	Kiambu	38				
291	209	Kiambu West District MOH	Kiambu	Kiambu	37				
292	K2215	Kiambu West Sub County	Kiambu	Kiambu	38				
293	1000943	Kikuyu DMOH	Kikuyu	Kiambu	28				
294	K2216	Kikuyu Sub County	Kikuyu	Kiambu	28				
295	10603	Pcea Kikuyu Hospital	Kikuyu	Kiambu	27				
296	1000944	Lari DMOH	Lari	Kiambu	58				
297	K2207	Lari Subcounty	Lari	Kiambu	58				
298	1001472	Limuru DMOH	Limuru	Kiambu	55				
299	K2208	Limuru Sub County	Limuru	Kiambu	55				
300	485	Ruiru DMOH	Ruiru	Kiambu	30				
301	K2209	Ruiru Sub County	Ruiru	Kiambu	30				
302	10973	Ruiru Sub-County Hospital	Ruiru	Kiambu	30				
303	484	Thika East DMOH	Thika East	Kiambu	45				
304	K2210	Thika East Sub County	Thika East	Kiambu	45				
305	11094	Thika Level V Hospital	Thika Town	Kiambu	47				
306	1005262	Thika Town Sub County	Thika Town	Kiambu	47				
307	10378	Jkuat Hospital	Thika West	Kiambu	33				
308	211	Thika West DMOH	Thika West	Kiambu	35				
309	K2211	Thika West Sub County	Thika West	Kiambu	35				
310	458	Bahari DMOH	Bahari	Kilifi	513				
311	K0301	Bahari Sub County	Bahari	Kilifi	513				
312	306	Kilifi District MOH	Bahari	Kilifi	513				
313	K030104	Kmtc Kilifi	Bahari	Kilifi	508				
314	11237	Bamba Sub County Hospital	Ganze	Kilifi	484				
315	457	Ganze DMOH	Ganze	Kilifi	484				
316	K0302	Ganze Sub County	Ganze	Kilifi	484				
317	11432	Jibana Sub-District Hospital	Kaloleni	Kilifi	481				
318	307	Kaloleni District MOH	Kaloleni	Kilifi	481				
319	K0303	Kaloleni Sub County	Kaloleni	Kilifi	481				
320	11566	Mariakani District Hospital	Kaloleni	Kilifi	441				

321	11474	Kilifi County Hospital	Kilifi North	Kilifi	532				
322	K0307	Kilifi North Sub County	Kilifi North	Kilifi	532				
323	19023	Swiss Cottage Hospital	Kilifi South	Kilifi	505				
324	468	Magarini DMOH	Magarini	Kilifi	590				
325	K0304	Magarini Sub County	Magarini	Kilifi	590				
326	3	Kilifi County	Malindi	Kilifi	601				
327	11555	Malindi District Hospital	Malindi	Kilifi	601				
328	308	Malindi District MOH	Malindi	Kilifi	601				
329	K0305	Malindi Sub County	Malindi	Kilifi	601				
330	11824	St Peter's Hospital	Malindi	Kilifi	568				
331	11843	Tawfiq Muslim Hospital	Malindi	Kilifi	566				
332	11897	Watamu Hospital	Malindi	Kilifi	559				
333	473	Rabai DMOH	Rabai	Kilifi	464				
334	K0306	Rabai Sub County	Rabai	Kilifi	464				
335	10520	Kerugoya District Hospital	Kirinyaga Central	Kirinyaga	119				
336	K2001	Kirinyaga Central Sub County	Kirinyaga Central	Kirinyaga	119				
337	20	Kirinyaga County	Kirinyaga Central	Kirinyaga	119				
338	10565	Kianyaga Sub District Hospital	Kirinyaga East	Kirinyaga	128				
339	1001133	Kirinyaga East DMOH	Kirinyaga East	Kirinyaga	128				
340	K2002	Kirinyaga East Sub County	Kirinyaga East	Kirinyaga	128				
341	1001986	Kirinyaga North DMOH	Kirinyaga North	Kirinyaga	118				
342	K2003	Kirinyaga North Sub County	Kirinyaga North	Kirinyaga	118				
343	10808	Mwea Mission(Our Lady Of Lourdes) Hospital	Kirinyaga North	Kirinyaga	104				
344	10609	Kimbimbi Sub District Hospital	Kirinyaga South	Kirinyaga	106				
345	1001987	Kirinyaga South DMOH	Kirinyaga South	Kirinyaga	106				
346	K2004	Kirinyaga South Sub County	Kirinyaga South	Kirinyaga	106				
347	10807	Mwea Medical Laboratory	Kirinyaga South	Kirinyaga	103				
348	205	Kirinyaga District MOH	Kirinyaga West	Kirinyaga	120				
349	K2005	Kirinyaga West Sub County	Kirinyaga West	Kirinyaga	120				
350	10994	Sagana Sub-District Hospital	Kirinyaga West	Kirinyaga	127				
351	1005647	Bobasi Sub County	Bobasi	Kisii	312				
352	13674	Kenyerere Sub County Hospital (Sameta)	Bobasi	Kisii	311				
353	13697	Kionyo Sub County Hospital (Gucha)	Bobasi	Kisii	311				

354	13867	Nyachekei Sub-District Hospital	Bobasi	Kisii	314				
355	13891	Nyamache Sub-District Hospital	Bobasi	Kisii	331				
356	1005648	Bomachoge Borabu Sub County	Bomachoge Borabu	Kisii	308				
357	13673	Kenya Sub-District Hospital	Bomachoge Borabu	Kisii	354				
358	1005649	Bomachoge Chache Sub County	Bomachoge Chache	Kisii	326				
359	617	Gucha District MOH	Bomachoge Chache	Kisii	337				
360	13594	Gucha Sub District Hospital	Bomachoge Chache	Kisii	337				
361	13814	Misesi Sub County Hospital	Bomachoge Chache	Kisii	320				
362	13985	Omorembe Sub County Hospital	Bomachoge Chache	Kisii	326				
363	1005650	Bonchari Sub County	Bonchari	Kisii	316				
364	13631	Iyabe Sub District Hospital	Bonchari	Kisii	340				
365	615	Kisii South District MOH	Bonchari	Kisii	319				
366	13892	Nyamagundo Sub County Hospital	Bonchari	Kisii	317				
367	K4504	Kisii Central	Kisii Central	Kisii	319				
368	614	Kisii Central District MOH	Kisii Central	Kisii	319				
369	45	Kisii County	Kisii Central	Kisii	319				
370	1005733	Kisii Blood Transfusion Satellite	Kitutu Chache North	Kisii	319				
371	1005651	Kitutu Chache North Sub County	Kitutu Chache North	Kisii	343				
372	13772	Marani Sub District Hospital	Kitutu Chache North	Kisii	343				
373	13703	Kisii Level V Hospital	Kitutu Chache South	Kisii	319				
374	K4510	Kitutu Chache South Sub County	Kitutu Chache South	Kisii	319				
375	13527	Christamarriane Hospital	Nyaribari Chache	Kisii	306				
376	13612	Ibeno Sub District Hospital	Nyaribari Chache	Kisii	315				
377	13680	Keumbu Sub District Hospital	Nyaribari Chache	Kisii	306				
378	K4511	Nyaribari Chache Sub County	Nyaribari Chache	Kisii	295				
379	13564	Gesusu Sub District Hospital	Nyaribari Masaba	Kisii	310				
380	13611	Ibacho Sub District Hospital	Nyaribari Masaba	Kisii	319				
381	13683	Kiamokama Sub County Hospital	Nyaribari Masaba	Kisii	305				
382	13783	Masimba Sub District Hospital	Nyaribari Masaba	Kisii	308				
383	13903	Nyamasibi Sub County Hospital	Nyaribari Masaba	Kisii	285				
384	1005652	Nyaribari Masaba Sub County	Nyaribari Masaba	Kisii	316				
385	13550	Etogo Sub-District Hospital	South Mugirango	Kisii	367				
386	618	Gucha South District MOH	South Mugirango	Kisii	337				
387	618	Gucha South District MOH	South Mugirango	Kisii	337				

388	13847	Nduru Sub District Hospital	South Mugirango	Kisii	353				
389	1005653	South Mugirango Sub County	South Mugirango	Kisii	309				
390	14131	Suguta Sub County Hospital	South Mugirango	Kisii	309				
391	14139	Tabaka Mission Hospital	South Mugirango	Kisii	323				
392	13704	Kisumu District Hospital	Kisumu Central	Kisumu	358				
393	13738	Lumumba Sub-County Hospital	Kisumu Central	Kisumu	341				
394	13807	Migosi Sub-County Hospital	Kisumu Central	Kisumu	342				
395	13939	Nyanza Provincial (Pgh)- Jaramogi(Jootrh)	Kisumu Central	Kisumu	342				
396	17376	Victoria Sub District Hospital	Kisumu Central	Kisumu	343				
397	13647	Gita Sub Ounty Hospital	Kisumu East	Kisumu	349				
398	K152	Kemri Cdc Kisumu Lab	Kisumu East	Kisumu	352				
399	604	Kisumu East District MOH	Kisumu East	Kisumu	341				
400	K4201	Kisumu East Sub County	Kisumu East	Kisumu	341				
401	13808	Milimani Hospital	Kisumu East	Kisumu	341				
402	20123	Avenue Hospital Kisumu	Kisumu West	Kisumu	342				
403	13528	Chulaimbo Sub District Hospital	Kisumu West	Kisumu	359				
404	605	Kisumu West District MOH	Kisumu West	Kisumu	368				
405	K4202	Kisumu West Sub County	Kisumu West	Kisumu	368				
406	13880	Nyahera Sub District Hospital	Kisumu West	Kisumu	354				
407	70218	Port Florence Community Hospital	Kisumu West	Kisumu	349				
408	1002003	Seme DMOH	Kisumu West	Kisumu	368				
409	21766	St. Jairus Hospital	Kisumu West	Kisumu	346				
410	13785	Masogo Sub District Hospital	Muhoroni	Kisumu	330				
411	13831	Muhoroni District Hospital	Muhoroni	Kisumu	280				
412	446	Muhoroni DMOH	Muhoroni	Kisumu	280				
413	13928	Nyang'oma Sub County Hospital	Muhoroni	Kisumu	418				
414	13864	Nyabondo Mission Hospital	Nyakach	Kisumu	309				
415	447	Nyakach DMOH	Nyakach	Kisumu	325				
416	K4204	Nyakach Sub County	Nyakach	Kisumu	325				
417	13921	Nyakach Sub County Hospital	Nyakach	Kisumu	335				
418	13468	Ahero District Hospital	Nyando	Kisumu	319				
419	606	Nyando District MOH	Nyando	Kisumu	310				
420	K4205	Nyando Sub County	Nyando	Kisumu	310				
421	14020	Rabuor Sub County Hospital	Nyando	Kisumu	330				

422	13714	Kombewa District Hospital	Seme	Kisumu	372			
423	13770	Manyuanda Sub-County Hospital	Seme	Kisumu	422			
424	13810	Miranga Sub District Hospital	Seme	Kisumu	366			
425	16991	Katulani Sub County Hospital	Kitui Central	Kitui	174			
426	K1504	Kitui Central Sub County	Kitui Central	Kitui	177			
427	15	Kitui County	Kitui Central	Kitui	177			
428	12366	Kitui County Referral Hospital	Kitui Central	Kitui	177			
429	417	Kitui District MOH	Kitui Central	Kitui	177			
430	1005179	Kitui East Sub County	Kitui East	Kitui	281			
431	12601	Mutitu Sub County Hospital	Kitui East	Kitui	281			
432	23030	Zombe Hospital	Kitui East	Kitui	313			
433	12184	Kanyangi Sub County Hospital	Kitui Rural	Kitui	179			
434	K1520	Kitui Rural Sub County	Kitui Rural	Kitui	179			
435	12077	Ikanga Sub District Hospital	Kitui South	Kitui	186			
436	K1521	Kitui South Sub County	Kitui South	Kitui	186			
437	12255	Kauwi Sub District Hospital	Kitui West	Kitui	158			
438	1000936	Kitui West DMOH	Kitui West	Kitui	158			
439	K1505	Kitui West Sub County	Kitui West	Kitui	158			
440	12587	Muthale Mission Hospital	Kitui West	Kitui	164			
441	420	Kyuso District MOH	Kyuso	Kitui	233			
442	1001486	Mutito DMOH	Mutitu	Kitui	281			
443	418	Mutomo District MOH	Mutomo	Kitui	270			
444	1001487	Mwingi Central DMOH	Mwingi Central	Kitui	176			
445	K1512	Mwingi Central Sub County	Mwingi Central	Kitui	176			
446	12626	Mwingi District Hospital	Mwingi Central	Kitui	176			
447	12681	Nuu Sub District Hospital	Mwingi Central	Kitui	240			
448	419	Mwingi District MOH	Mwingi East	Kitui	176			
449	12420	Kyuso District Hospital	Mwingi North	Kitui	233			
450	K1522	Mwingi North Sub County	Mwingi North	Kitui	264			
451	12805	Tseikuru Sub District Hospital	Mwingi North	Kitui	264			
452	12523	Migwani Sub District Hospital	Mwingi West	Kitui	281			
453	K1514	Mwingi West Sub County	Mwingi West	Kitui	147			
454	11480	Kinango District Hospital	Kinango	Kwale	491			
455	304	Kinango District MOH	Kinango	Kwale	491			

456	K0201	Kinango Sub County	Kinango	Kwale	491				
457		Kwale County	Kinango	Kwale	491				
458	11526	Lungalunga Subcounty Hospital	Lunga Lunga	Kwale	585				
459	11507	Kwale District Hospital	Matuga	Kwale	522				
460	303	Kwale District MOH	Matuga	Kwale	522				
461	1001485	Matuga DMOH	Matuga	Kwale	522				
462	K0202	Matuga Sub County	Matuga	Kwale	522				
463	11853	Tiwi Rural Health Training Centre	Matuga	Kwale	513				
464	11655	Msambweni District Hospital	Msambweni	Kwale	539				
465	305	Msambweni District MOH	Msambweni	Kwale	539				
466	K0203	Msambweni Sub County	Msambweni	Kwale	539				
467	1000832	Laikipia Central MOH	Laikipia Central	Laikipia	216				
468	K3101	Laikipia Central Sub County	Laikipia Central	Laikipia	216				
469	15304	Nanyuki Cottage Hospital	Laikipia Central	Laikipia	195				
470	31	Laikipia County	Laikipia East	Laikipia	194				
471	K225	Laikipia East District MOH	Laikipia East	Laikipia	194				
472	K225	Laikipia East District MOH	Laikipia East	Laikipia	194				
473	K3102	Laikipia East Sub County	Laikipia East	Laikipia	194				
474	K3102	Laikipia East Sub County	Laikipia East	Laikipia	194				
475	729	Laikipia West District MOH	Laikipia East	Laikipia	197				
476	15305	Nanyuki District Hospital	Laikipia East	Laikipia	194				
477	14404	Doldol Sub District Hospital	Laikipia North	Laikipia	252				
478	727	Laikipia North District MOH	Laikipia North	Laikipia	252				
479	K3103	Laikipia North Sub County	Laikipia North	Laikipia	252				
480	435	Laikipia Central DMOH	Laikipia West	Laikipia	240				
481	K3104	Laikipia West Sub County	Laikipia West	Laikipia	240				
482	10890	Nyahururu District Hospital	Laikipia West	Laikipia	197				
483	15502	Rumuruti Sub District Hospital	Laikipia West	Laikipia	240				
484	436	Nyahururu DMOH	Nyahururu	Laikipia	197				
485	K3105	Nyahururu Sub County	Nyahururu	Laikipia	197				
486	11373	Faza Sub-District Hospital	Lamu East	Lamu	682				
487	311	Lamu District MOH	Lamu East	Lamu	682				
488	477	Lamu East DMOH	Lamu East	Lamu	682				
489	K0501	Lamu East Sub County	Lamu East	Lamu	682				

490	11512	Lamu County Hospital	Lamu West	Lamu	666				
491	459	Lamu West DMOH	Lamu West	Lamu	666				
492	K0502	Lamu West Sub County	Lamu West	Lamu	666				
493	11649	Mpeketoni Sub-District Hospital	Lamu West	Lamu	681				
494	462	Athi River District DMOH	Athi River	Machakos	41				
496	K1601	Athi River Sub County	Athi River	Machakos	41				
497	K1602	Kangundo Sub County	Kangundo	Machakos	60				
498	12177	Kangundo Sub County Hospital	Kangundo	Machakos	60				
499	463	Kathiani District DMOH	Kathiani	Machakos	70				
500	K1603	Kathiani Sub County	Kathiani	Machakos	70				
501	12230	Kathiani Sub District Hospital	Kathiani	Machakos	70				
502	11955	Bishop Kioko Catholic Hospital	Machakos	Machakos	56				
503	424	Kangundo District MOH	Machakos	Machakos	55				
504	16	Machakos County	Machakos	Machakos	55				
505	421	Machakos District MOH	Machakos	Machakos	55				
506	12438	Machakos Level V Referral Hospital	Machakos	Machakos	55				
507	K1604	Machakos Sub County	Machakos	Machakos	55				
508	464	Masinga District DMOH	Masinga	Machakos	80				
509	K1605	Masinga Sub County	Masinga	Machakos	80				
510	12476	Masinga Sub County Hospital	Masinga	Machakos	80				
511	465	Matungulu District DMOH	Matungulu	Machakos	43				
512	K1606	Matungulu Sub County	Matungulu	Machakos	43				
513	422	Mwala District MOH	Mwala	Machakos	95				
514	K1607	Mwala Sub County	Mwala	Machakos	95				
515	12618	Mwala Sub County Hospital	Mwala	Machakos	95				
516	12488	Matuu District Hospital	Yatta	Machakos	109				
517	423	Yatta District MOH	Yatta	Machakos	109				
518	K1608	Yatta Sub County	Yatta	Machakos	109				
519	1005704	Kaiti Sub County	Kaiti	Makueni	114				
520	12306	Kikoko Mission Hospital	Kaiti	Makueni	63				
521	12314	Kilungu (Nunguni) Sub District Hospital	Kaiti	Makueni	114				
522	12565	Mukuyuni Sub County Hospital	Kaiti	Makueni	80				
523	427	Kibwezi District MOH	Kibwezi	Makueni	186				
524	1005706	Kibwezi East Sub County	Kibwezi East	Makueni	186				

525	12291	Kibwezi Sub-District Hospital	Kibwezi East	Makueni	186			
526	12547	Mtito Andei Sub County Hospital	Kibwezi East	Makueni	235			
527	K1711	Kibwezi West Subcounty	Kibwezi West	Makueni	163			
528	12455	Makindu District Hospital	Kibwezi West	Makueni	163			
529	1000942	Makindu DMOH	Kibwezi West	Makueni	163			
530	1005705	Kilome Sub County	Kilome	Makueni	104			
531	12777	Sultan Hamud Sub District Hospital	Kilome	Makueni	104			
532	1001489	Kilungu DMOH	Kilungu	Makueni	97			
533	K1703	Kilungu Sub County	Kilungu	Makueni	97			
534	17	Makueni County	Makueni	Makueni	125			
535	12457	Makueni District Hospital	Makueni	Makueni	125			
536	425	Makueni District MOH	Makueni	Makueni	125			
537	K1705	Makueni Sub County	Makueni	Makueni	125			
538	12485	Matiliku Sub District Hospital	Makueni	Makueni	134			
539	21676	Rapha Hospital -Makueni	Makueni	Makueni	135			
540	12341	Kisau Sub District Hospital	Mbooni	Makueni	109			
541	12508	Mbooni District Hospital	Mbooni	Makueni	99			
542	426	Mbooni District MOH	Mbooni	Makueni	99			
543	K1710	Mbooni Sub County	Mbooni	Makueni	99			
544	12787	Tawa Sub District Hospital	Mbooni	Makueni	87			
545	1001493	Banisa DMOH	Banisa	Mandera	1008			
546	K0901	Banisa Sub County	Banisa	Mandera	1008			
547	13300	Banisa Sub County Hospital	Banisa	Mandera	1008			
548	K1110	Banissa Sub County Hospital	Banisa	Mandera	1008			
549	K0903	Kutulo Sub County	Kutulo Sub County	Mandera	830			
550	509	Mandera Central District MOH	Kutulo Sub County	Mandera	830			
551	9	Mandera County	Kutulo Sub County	Mandera	830			
552	1001494	Lafey DMOH	Lafey	Mandera	992			
553	K0902	Lafey Sub County	Lafey	Mandera	992			
554	13392	Lafey Sub County Hospital	Lafey	Mandera	992			
555	13402	Mandera County Referral Hospital	Mandera East	Mandera	1139			
556	510	Mandera East District MOH	Mandera East	Mandera	1139			
557	K0904	Mandera East Sub County	Mandera East	Mandera	1139			
558	1000102	Mandera North District MOH	Mandera North	Mandera	1072			

559	K0905	Mandera North Sub County	Mandera North	Mandera	1072			
560	13423	Mandera North Sub County Hospital(rhamu)	Mandera North	Mandera	1072			
561	13335	Mandera Central Sub County Hospital - Elwak	Mandera South	Mandera	803			
562	511	Mandera West District MOH	Mandera West	Mandera	877			
563	K0906	Mandera West Sub County	Mandera West	Mandera	877			
564	13445	Mandera West Sub County Hospital - Takaba	Mandera West	Mandera	877			
565	16215	Catholic Hospital Laisamis	Laisamis	Marsabit	435			
566	K660	Laisamis Sub County	Laisamis	Marsabit	435			
567	18856	Laisamis Sub-County Referral Hospital(Marsabit South)	Laisamis	Marsabit	435			
568	K680	Kalacha Sub County	Marsabit	Marsabit	662			
569	18855	Kalacha Sub- County Hospital	Marsabit	Marsabit	662			
570	10	Marsabit County	Marsabit	Marsabit	553			
571	K607	Marsabit DMOH	Marsabit	Marsabit	553			
572	K100202	Marsabit Sub County	Marsabit	Marsabit	553			
573	K100201	MOH(Marsabit)	Marsabit	Marsabit	553			
574	402	Chalbi District MOH	Marsabit North	Marsabit	726			
575	401	Marsabit North District MOH	Marsabit North	Marsabit	726			
576	K100301	Marsabit North Sub County	Marsabit North	Marsabit	726			
577	728	Laisamis District MOH	Marsabit South	Marsabit	437			
578	K100401	Marsabit South Sub County	Marsabit South	Marsabit	437			
579	K100501	MOH(Moyale)	Moyale	Marsabit	775			
580	404	Moyale District MOH	Moyale	Marsabit	775			
581	K1005	Moyale Sub County	Moyale	Marsabit	775			
582	12544	Moyale Sub County Referral Hospital	Moyale	Marsabit	775			
583	12739	Sololo Mission Hospital	Moyale	Marsabit	703			
584	12142	Kalacha Sub County Referral Hospital	North Horr	Marsabit	662			
585	K608	North Horr DMOH	North Horr	Marsabit	662			
586	K1006	North Horr Sub County	North Horr	Marsabit	662			
587	12472	Marsabit County Referral Hospital	Saku	Marsabit	776			
588	K1010	Saku Subcounty	Saku	Marsabit	776			
589	K1007	Sololo Sub County	Sololo	Marsabit	703			

590	429	Buuri DMOH	Buuri	Meru	217				
591	12282	Kibirichia Sub-District Hospital	Buuri	Meru	250				
592	12631	Naari Sub District Hospital	Buuri	Meru	292				
593	12802	Timau Sub- District Hospita L	Buuri	Meru	217				
594	K1210	Igembe Central Sub County	Igembe Central	Meru	278				
595	403	Igembe North DMOH	Igembe North	Meru	296				
596	K1203	Igembe North Sub County	Igembe North	Meru	296				
597	12605	Mutuati Sub District Hospital	Igembe North	Meru	288				
598	412	Igembe District MOH	Igembe South	Meru	283				
599	1000877	Igembe South MOH	Igembe South	Meru	283				
600	K1204	Igembe South Sub County	Igembe South	Meru	283				
601	12684	Nyambene District Hospital	Igembe South	Meru	271				
602	11977	Cottolengo Mission Hospital Meru	Imenti Central	Meru	278				
603	12041	Githongo District Hospital	Imenti Central	Meru	234				
604	407	Imenti Central District MOH	Imenti Central	Meru	278				
605	1005305	Imenti Central Sub County	Imenti Central	Meru	278				
606	482	Meru Central DMOH	Imenti Central	Meru	278				
607	12036	Giaki Sub District Hospital	Imenti North	Meru	242				
608	408	Imenti North District MOH	Imenti North	Meru	229				
609	K1205	Imenti North Sub County	Imenti North	Meru	229				
610	12	Meru County	Imenti North	Meru	229				
611	12516	Meru Teaching And Referral Hospital	Imenti North	Meru	229				
612	11976	Consolata Nkubu Mission Hospital	Imenti South	Meru	157				
613	409	Imenti South District MOH	Imenti South	Meru	205				
614	K1206	Imenti South Sub County	Imenti South	Meru	205				
615	12181	Kanyakine District Hospital	Imenti South	Meru	205				
616	12325	Kinoro Sub-District Hospital	Imenti South	Meru	199				
617	12526	Mikumbune Sub-District Hospital	Imenti South	Meru	223				
618	12525	Mikinduri Sub District Hospital	Tigania East	Meru	257				
619	12591	Muthara Sub-District Hospital	Tigania East	Meru	257				
620	12799	St. John Of God Hospital Tigania	Tigania East	Meru	251				
621	413	Tigania East DMOH	Tigania East	Meru	257				
622	K1208	Tigania East Sub County	Tigania East	Meru	257				
623	12500	Mbeu Sub- District Hospital	Tigania West	Meru	250				

624	16234	Miathene District Hospital	Tigania West	Meru	287				
625	415	Tigania West DMOH	Tigania West	Meru	287				
626	K1209	Tigania West Sub County	Tigania West	Meru	287				
627	K4401	Awendo Sub County	Awendo	Migori	363				
628	13492	Awendo Sub-District Hospital	Awendo	Migori	363				
629	13663	Kegonga District Hospital	Kuria East	Migori	331				
630	613	Kuria East District MOH	Kuria East	Migori	318				
631	K4402	Kuria East Sub County	Kuria East	Migori	318				
632	13858	Ntitaru Sub- District Hospital	Kuria East	Migori	345				
633	13625	Isibania Sub-District Hospital	Kuria West	Migori	406				
634	13726	Kuria District Hospital	Kuria West	Migori	318				
635	612	Kuria West District MOH	Kuria West	Migori	318				
636	K4403	Kuria West Sub County	Kuria West	Migori	318				
637	44	Migori County	Migori	Migori	384				
638	610	Migori District MOH	Migori	Migori	384				
639	K4404	Migori Sub County	Migori	Migori	384				
640	13656	Karungu Sub- District Hospital	Nyatike	Migori	412				
641	13745	Macalder Sub-District Hospital	Nyatike	Migori	416				
642	449	Nyatike DMOH	Nyatike	Migori	442				
643	K4405	Nyatike Sub County	Nyatike	Migori	442				
644	14103	St Camillus Mission Hospital	Nyatike	Migori	439				
645	14058	Rongo District Hospital	Rongo	Migori	343				
646	611	Rongo District MOH	Rongo	Migori	343				
647	K4406	Rongo Sub County	Rongo	Migori	343				
648	13805	Migori District Hospital	Suna East	Migori	384				
649	14110	St Joseph Mission Hospital	Suna East	Migori	418				
650	K4410	Suna East Sub County	Suna East	Migori	421				
651	1002916	Suna West Subcounty	Suna West	Migori	421				
652	14003	Othoro Sub District Hospital	Uriri	Migori	410				
653	450	Uriri DMOH	Uriri	Migori	410				
654	K4407	Uriri Sub County	Uriri	Migori	410				
655	K0105	Jomvu Subcounty	Jomvu	Mombasa	488				
656	11434	Jocham Hospital	Kisauni	Mombasa	490				
657	467	Kisauni DMOH	Kisauni	Mombasa	491				

658	K0102	Kisauni Sub County	Kisauni	Mombasa	491				
659	11774	Sayyida Fatimah Hospital	Kisauni	Mombasa	491				
660	11459	Kenya Navy (Mir) Hospital	Likoni	Mombasa	492				
661	461	Likoni District DMOH	Likoni	Mombasa	491				
662	11522	Likoni District Hospital	Likoni	Mombasa	491				
663	K0103	Likoni Sub County	Likoni	Mombasa	491				
664	1	Mombasa County	Likoni	Mombasa	489				
665	11289	Coast Provincial General Hospital	Mvita	Mombasa	489				
666	11740	Port Reitz District Hospital	Mvita	Mombasa	480				
667	11861	Tudor District Hospital (Mombasa)	Mvita	Mombasa	477				
668	486	Gatanga DMOH	Gatanga	Muranga	63				
669	K2201	Gatanga Sub County	Gatanga	Muranga	63				
670	10639	Kirwara Sub-District Hospital	Gatanga	Muranga	63				
671	10267	Githumu Hospital	Kandara	Muranga	78				
672	1001991	Kandara DMOH	Kandara	Muranga	67				
673	K2102	Kandara Sub County	Kandara	Muranga	67				
674	10459	Kandara Sub County Hospital	Kandara	Muranga	67				
675	1005844	Kangema Sub County	Kangema	Muranga	110				
676	10470	Kangema Sub County Hospital	Kangema	Muranga	110				
677	K2107	Murang'a West Sub County	Kangema	Muranga	110				
678	1001992	Kigumo DMOH	Kigumo	Muranga	165				
679	K2103	Kigumo Sub County	Kigumo	Muranga	165				
680	1001989	Kiharu DMOH	Kiharu	Muranga	89				
681	K2104	Kiharu Sub County	Kiharu	Muranga	89				
682	22005	Kimkan Hospital	Kiharu	Muranga	85				
683	10777	Murang'a County Referral Hospital	Kiharu	Muranga	89				
684	21	Murang'a County	Kiharu	Muranga	89				
685	10782	Muriranjias Sub County Hospital	Kiharu	Muranga	109				
686	10627	Kiria-Ni Mission Hospital	Mathioya	Muranga	127				
687	1001990	Mathioya DMOH	Mathioya	Muranga	127				
688	K2105	Mathioya Sub County	Mathioya	Muranga	127				
689	206	Murang'a North District MOH	Murang'a North	Muranga	90				
690	1001988	Kahuro DMOH	Murang'a South	Muranga	90				
691	K2101	Kahuro Sub County	Murang'a South	Muranga	90				

692	21413	Kenneth Matiba Eye And Dental Hospital	Murang'a South	Muranga	56				
693	10512	Kenol Hospital	Murang'a South	Muranga	56				
694	10686	Maragua District Hospital	Murang'a South	Muranga	100				
695	1005843	Maranga South Sub County	Murang'a South	Muranga	100				
696	207	Muranga South District MOH	Murang'a South	Muranga	100				
697	20945	Virgin Hospital	Murang'a South	Muranga	73				
698	1003160	Beyond Zero MOH Project	Dagoretti	Nairobi	18				
699	12905	Coptic Church Hospital	Dagoretti	Nairobi	18				
700	13105	Dagoretti (Mutuini) Sub District Hospital	Dagoretti	Nairobi	30				
701	1000033	Dagoretti District MOH	Dagoretti	Nairobi	30				
702	1001247	Dagoretti Sub-County	Dagoretti	Nairobi	30				
703	1001592	Division Of Family Health	Dagoretti	Nairobi	18				
704	1003159	El-Nino MOH Project	Dagoretti	Nairobi	18				
705	K153	Kemri Nairobi Hiv P3 Lab	Dagoretti	Nairobi	17				
706	Sksr008	Kepi(Division Of Vaccine Immunization)	Dagoretti	Nairobi	18				
707	17514	Mary Mission	Dagoretti	Nairobi	10				
708	MOH	Ministry Of Health	Dagoretti	Nairobi	18				
709	1001363	Ministry Of Health- MCU	Dagoretti	Nairobi	18				
710	MOH-Uhc	Ministry Of Health-UHC	Dagoretti	Nairobi	18				
711	Moms001	Ministry Of Medical Services Afya (Moms-Hssp)	Dagoretti	Nairobi	18				
712	Mophs-Hss	Ministry Of Public Health And Sanitation (Mophs-Hssp)	Dagoretti	Nairobi	18				
713	Dida001	MOH-Danida Emms Project	Dagoretti	Nairobi	18				
714	1003810	MOH-Danida Emms Round 2 Project	Dagoretti	Nairobi	18				
715	13110	Nairobi Hospital	Dagoretti	Nairobi	19				
716	13117	Nairobi Women's Hospital	Dagoretti	Nairobi	20				
717	1000099	National Aids Control Council	Dagoretti	Nairobi	18				
718	K154	National Hiv Reference Laboratory	Dagoretti	Nairobi	18				
719	1000196	National Hosipital Insurance Fund	Dagoretti	Nairobi	18				
720	13194	National Spinal Injury Hospital	Dagoretti	Nairobi	17				
721	K157	National Tb Reference Lab	Dagoretti	Nairobi	18				
722	K4702	Embakasi East Sub-County	Embakasi East	Nairobi	9				

723	1005587	Population Services Kenya (Nairobi)	Embakasi East	Nairobi	5				
724	1005659	Embakasi West Sub County	Embakasi West	Nairobi	9				
725	13016	Kayole Ii Sub District Hospital	Embakasi West	Nairobi	10				
726	17411	Mama Lucy Kibaki(Embakasi) District Hospital	Embakasi West	Nairobi	9				
727	103	Kamukunji District MOH	Kamukunji	Nairobi	6				
728	13095	Moi Air Base Hospital	Kamukunji	Nairobi	6				
729	1000037	Pumwani District MOH	Kamukunji	Nairobi	4				
730	13156	Pumwani Maternity Hospital	Kamukunji	Nairobi	4				
731	13202	St Francis Com Hospital	Kasarani	Nairobi	16				
732	1000027	Division Of Malaria Control	Langata	Nairobi	18				
733	1000026	Division Of Reproductive Health (Drh)	Langata	Nairobi	18				
734	1000028	Division Of Tb And Leprosy Program	Langata	Nairobi	18				
735	13023	Kenyatta National Hospital	Langata	Nairobi	18				
736	101	Langata District MOH	Langata	Nairobi	16				
737	13042	Langata Hospital	Langata	Nairobi	16				
738	K4703	Langata Sub County	Langata	Nairobi	16				
739	13080	Mbagathi District Hospital	Langata	Nairobi	16				
740	13087	Memorial Hospital	Langata	Nairobi	16				
741	13109	Meridian Equator Hospital	Langata	Nairobi	4				
742	13112	Nairobi South Hospital	Langata	Nairobi	5				
743	13115	Nairobi West Hospital	Langata	Nairobi	6				
744	1000119	National Blood Transfusion Services	Langata	Nairobi	18				
745	1000029	National Public Health Labs	Langata	Nairobi	18				
746	1000110	National Quality Control Laboratories	Langata	Nairobi	18				
747	Ntd001	Neglected Tropical Diseases(Ntd)	Langata	Nairobi	18				
748	13004	The Karen Hospital	Langata	Nairobi	18				
749	1000036	Makadara District MOH	Makadara	Nairobi	7				
750	1001248	Makadara Sub-County	Makadara	Nairobi	7				
751	13090	Metropolitan Hospital Nairobi	Makadara	Nairobi	8				
752	1005026	Ministry Of Eac Labour & Social Protection	Makadara	Nairobi	19				
753	1000020	Nairobi District MOH	Makadara	Nairobi	4				
754	K476	Njiru District MOH	Njiru	Nairobi	17				

755	13000	Kamiti Maximum Prison Hospital	Ruaraka	Nairobi	18				
756	K47110	Ruaraka Sub County	Ruaraka	Nairobi	7				
757	1000032	Central District MOH	Starehe	Nairobi	5				
758	12965	Guru Nanak Hospital	Starehe	Nairobi	5				
759	12975	Huruma Maternity Hospital	Starehe	Nairobi	4				
760	13076	Mathare Teaching And Referral Hospital	Starehe	Nairobi	13				
761	K583	Ministry Of Commerce And Tourism	Starehe	Nairobi	18				
762	K595	Ministry Of Education Science & Technology	Starehe	Nairobi	18				
763	Dn001	MOH - Nutrition And Dietetics Unit	Starehe	Nairobi	18				
764	47	Nairobi County	Starehe	Nairobi	18				
765	13158	Radiant Pangani Hospital	Starehe	Nairobi	14				
766	437	Starehe DMOH	Starehe	Nairobi	4				
767	K4708	Starehe Sub-County	Starehe	Nairobi	4				
768	12867	Aga Khan Hospital	Westlands	Nairobi	5				
769	12874	Avenue Hospital	Westlands	Nairobi	6				
770	12950	Gertrudes Childrens Hospital	Westlands	Nairobi	10				
771	1000094	Kenya Pharma	Westlands	Nairobi	6				
772	13098	Mp Shah Hospital (Westlands)	Westlands	Nairobi	5				
773	16795	Nairobi Womens Hospital Adams	Westlands	Nairobi	19				
774	1000038	Westlands District MOH	Westlands	Nairobi	8				
775	13258	Westlands Health Centre	Westlands	Nairobi	8				
776	1001246	Westlands Sub-County	Westlands	Nairobi	8				
777	1002005	Gilgil DMOH	Gilgil	Nakuru	130				
778	14511	Gilgil Military Regional Hospital	Gilgil	Nakuru	135				
779	K3201	Gilgil Sub County	Gilgil	Nakuru	130				
780	14510	Gilgil Sub District Hospital	Gilgil	Nakuru	130				
781	1000035	Kasarani District MOH	Gilgil	Nakuru	120				
782	15654	St Mary's Hospital (Naivasha)	Gilgil	Nakuru	133				
783	433	Kuresoi DMOH	Kuresoi	Nakuru	254				
784	K3202	Kuresoi Sub County	Kuresoi	Nakuru	254				
785	1005205	Kuresoi North Sub County	Kuresoi North	Nakuru	254				
786	14836	Keringet Sub County Hospital	Kuresoi South	Nakuru	230				
787	1002917	Kuresoi South Subcounty	Kuresoi South	Nakuru	254				

788	15398	Olunguruone Sub District Hospital	Kuresoi South	Nakuru	242				
789	14431	Elburgon Sub District Hospital	Molo	Nakuru	206				
790	15212	Molo District Hospital	Molo	Nakuru	231				
791	733	Molo District MOH	Molo	Nakuru	231				
792	K3203	Molo Sub County	Molo	Nakuru	231				
793	732	Naivasha District MOH	Naivasha	Nakuru	101				
794	15280	Naivasha Sub-District Hospital	Naivasha	Nakuru	101				
795	730	Nakuru Central District MOH	Nakuru	Nakuru	170				
796	K3205	Nakuru Sub County	Nakuru	Nakuru	170				
797	21906	Nakuru West Central Store	Nakuru	Nakuru	170				
798	22859	Mercy Mission Hospital Annex - Nakuru	Nakuru East	Nakuru	173				
799	32	Nakuru County	Nakuru East	Nakuru	163				
700	1005206	Nakuru East Sub County	Nakuru East	Nakuru	163				
801	14224	Bahati District Hospital	Nakuru North	Nakuru	182				
802	731	Nakuru North District MOH	Nakuru North	Nakuru	182				
803	K3206	Nakuru North Sub County	Nakuru North	Nakuru	182				
804	14207	Nakuru Annex District Hospital	Nakuru West	Nakuru	176				
805	15288	Nakuru Provincial General Hospital	Nakuru West	Nakuru	174				
806	1002918	Nakuru West Subcounty	Nakuru West	Nakuru	174				
807	438	Njoro DMOH	Njoro	Nakuru	182				
808	15358	Njoro Subcounty Hospital	Njoro	Nakuru	182				
809	439	Rongai DMOH	Rongai	Nakuru	195				
810	14611	Kabazi Sub-District Hospital	Subukia	Nakuru	181				
811	1001215	Subukia Sub County	Subukia	Nakuru	220				
812	15678	Subukia Sub-County Hospital	Subukia	Nakuru	220				
813	K2904	Aldai Sub County	Aldai	Nandi	346				
814	14792	Kaptumo Sub-County Hospital	Aldai	Nandi	346				
815	725	Nandi South District MOH	Aldai	Nandi	346				
816	1005306	Chesumei Sub County	Chesumei	Nandi	321				
817	15229	Mosoriot Rural Health Training Centre	Chesumei	Nandi	321				
818	K2901	Emgwen Sub County	Emgwen	Nandi	338				
819	14749	Kapsabet County Referral Hospital	Emgwen	Nandi	338				
820	723	Nandi Central District MOH	Emgwen	Nandi	338				

821	29	Nandi County	Emgwen	Nandi	338				
822	14369	Chepterwai Sub-District Hosp	Mosop	Nandi	381				
823	14179	Nandi Hills District Hospital	Nandi Hills	Nandi	322				
824	1002919	Narok East Subcounty	Narok East	Narok	150				
825	33	Narok County	Narok North	Narok	155				
826	15311	Narok District Hospital	Narok North	Narok	155				
827	734	Narok North District MOH	Narok North	Narok	155				
828	K3301	Narok North Sub County	Narok North	Narok	155				
829	20057	Sagam Hospital	Narok North	Narok	156				
830	735	Narok South District MOH	Narok South	Narok	183				
831	K3302	Narok South Sub County	Narok South	Narok	183				
832	15423	Ololulunga Sub District Hospital	Narok South	Narok	183				
833	1002920	Narok West Subcounty	Narok West	Narok	183				
834	15647	St Joseph Hospital	Trans Mara East	Narok	247				
835	736	Trans Mara East District MOH	Trans Mara East	Narok	246				
836	K3303	Trans Mara East Sub County	Trans Mara East	Narok	246				
837	K612	Transmara DMOH	Trans Mara East	Narok	246				
838	15068	Lolgorian Sub District Hospital	Trans Mara West	Narok	292				
839	K3304	Trans Mara West Sub County	Trans Mara West	Narok	318				
840	15739	Transmara District Hospital	Trans Mara West	Narok	318				
841	1000104	Transmara West District MOH	Trans Mara West	Narok	318				
842	1000834	Transmara West MOH	Trans Mara West	Narok	318				
843	13631	Iyabe Sub District Hospital	Bonchari	Nyamira	331				
844	621	Borabu District MOH	Borabu	Nyamira	284				
845	K4601	Borabu Sub County	Borabu	Nyamira	284				
846	13692	Kijauri Sub District Hospital	Borabu	Nyamira	284				
847	13766	Manga(Keroka) District Hospital	Manga	Nyamira	293				
848	13924	Nyangena Sub District Hospital	Manga	Nyamira	322				
849	13548	Esani Sub District Hospital	Masaba North	Nyamira	306				
850	13678	Masaba District Hospital	Masaba North	Nyamira	323				
851	13540	Ekerenyo Sub District Hospital	Nyamira North	Nyamira	300				
852	46	Nyamira County	Nyamira North	Nyamira	330				
853	K4605	Nyamira North Sub County	Nyamira North	Nyamira	330				
854	13916	Nyamusi Sub District Hospital	Nyamira North	Nyamira	330				

855	13912	Nyamira District Hospital	Nyamira South	Nyamira	308				
856	13912	Nyamira District Hospital	Nyamira South	Nyamira	308				
857	619	Nyamira District MOH	Nyamira South	Nyamira	308				
858	K4604	Nyamira South Sub County	Nyamira South	Nyamira	308				
859	1002006	Nyamira South DMOH	Nyamira South	Nyamira	308				
860	1001482	Kinangop DMOH	Kinangop	Nyandarua	108				
861	K1801	Kinangop Sub County	Kinangop	Nyandarua	108				
862	10887	North Kinangop Catholic Hospital	Kinangop	Nyandarua	114				
863	1001993	Kipipiri DMOH	Kipipiri	Nyandarua	138				
864	K1802	Kipipiri Sub County	Kipipiri	Nyandarua	138				
865	K1803	Mirangine Sub County	Mirangini	Nyandarua	177				
866	1001483	Mirangini DMOH	Mirangini	Nyandarua	177				
867	1005202	Ndaragwa Sub County	Ndaragwa	Nyandarua	230				
868	10171	Engineer County Hospital	Nyandarua Central	Nyandarua	117				
869	10916	Jm Kariuki County Memorial Hospital (Olkalou)	Nyandarua Central	Nyandarua	154				
870	1001994	Nyandarua Central DMOH	Nyandarua Central	Nyandarua	154				
871	K1804	Nyandarua Central Sub County	Nyandarua Central	Nyandarua	154				
872	18	Nyandarua County	Nyandarua Central	Nyandarua	154				
873	201	Nyandarua North Subcounty	Nyandarua North	Nyandarua	113				
874	202	Nyandarua South District MOH	Nyandarua South	Nyandarua	100				
875	K1806	Nyandarua South Sub County	Nyandarua South	Nyandarua	100				
876	1001995	Nyandarua West DMOH	Nyandarua West	Nyandarua	114				
877	K1807	Nyandarua West Sub County	Nyandarua West	Nyandarua	114				
878	1005203	Ol Kalou Sub County	Ol Kalou	Nyandarua	164				
879	1005201	Oljororok Sub County	Oljororok	Nyandarua	164				
880	1001484	Kieni East DMOH	Kieni East	Nyeri	204				
881	K1901	Kieni East Sub County	Kieni East	Nyeri	204				
882	K1902	Kieni West Sub County	Kieni East	Nyeri	206				
883	10700	Mary Immaculate Hospital (Nyeri North)	Kieni East	Nyeri	170				
884	10750	Mugunda Mission Hospital	Kieni East	Nyeri	204				
885	1005170	Kieni West Sub County	Kieni West	Nyeri	206				
886	10368	Jamii Hospital	Mathira East	Nyeri	126				
887	10485	Karatina District Hospital	Mathira East	Nyeri	166				

888	1001997	Mathira East DMOH	Mathira East	Nyeri	166				
889	K1903	Mathira East Sub County	Mathira East	Nyeri	166				
890	1001998	Mathiara West DMOH	Mathira West	Nyeri	132				
891	K1904	Mathira West Sub County	Mathira West	Nyeri	132				
892	11124	Tumutumumu (Pcea) Hospital	Mathira West	Nyeri	132				
893	10763	Mukurweini District Hospital	Mukurweini	Nyeri	139				
894	K584	Mukurweini DMOH	Mukurweini	Nyeri	139				
895	K1905	Mukurweini Sub County	Mukurweini	Nyeri	139				
896	10100	Consolata Mission Hospital (Mathari)	Nyeri Central	Nyeri	161				
897	1001996	Kieni West DMOH	Nyeri Central	Nyeri	155				
898	10739	Mt. Kenya Sub- District Hospital	Nyeri Central	Nyeri	155				
899	K1906	Nyeri Central Sub County	Nyeri Central	Nyeri	150				
900	19	Nyeri County	Nyeri Central	Nyeri	150				
901	203	Nyeri North District MOH	Nyeri Central	Nyeri	150				
902	10903	Nyeri Provincial General Hospital(Pgh)	Nyeri Central	Nyeri	150				
903	204	Nyeri South District MOH	Nyeri Central	Nyeri	127				
904	1001999	Othaya DMOH	Nyeri Central	Nyeri	127				
905	10924	Outspan Hospital	Nyeri Central	Nyeri	127				
906	1002000	Tetu DMOH	Nyeri Central	Nyeri	127				
907	K1907	Nyeri South Sub County	Nyeri South	Nyeri	127				
908	10922	Othaya Sub District Hospital	Nyeri South	Nyeri	135				
909	K1908	Tetu Sub County	Tetu	Nyeri	135				
910	15126	Maralal District Hospital	Samburu Central	Samburu	430				
911	707	Samburu Central District MOH	Samburu Central	Samburu	430				
912	K2501	Samburu Central Sub County	Samburu Central	Samburu	430				
913	25	Samburu County	Samburu Central	Samburu	430				
914	25	Samburu County	Samburu Central	Samburu	430				
915	15769	Catholic Hospital Wamba	Samburu East	Samburu	373				
916	708	Samburu East District MOH	Samburu East	Samburu	373				
917	K2502	Samburu East Sub County	Samburu East	Samburu	373				
918	14228	Baragoi Sub District Hospital	Samburu North	Samburu	528				
919	709	Samburu North District MOH	Samburu North	Samburu	528				
920	K2503	Samburu North Sub County	Samburu North	Samburu	528				

921	K4107	Alego Usonga Sub County	Alego Usonga	Siaya	407				
922	14063	Rwambwa Sub County Hospital	Alego Usonga	Siaya	420				
923	41	Siaya County	Alego Usonga	Siaya	430				
924	14080	Siaya County Referral Hospital	Alego Usonga	Siaya	430				
925	K4104	Siaya Sub County	Alego Usonga	Siaya	430				
926	13507	Bondo County Referral Hospital	Bondo	Siaya	420				
927	K4101	Bondo Sub County	Bondo	Siaya	420				
928	13588	Got-Agulu Sub County Hospital	Bondo	Siaya	448				
929	14165	Uyawi Sub County Hospital	Bondo	Siaya	420				
930	K4102	Gem Sub County	Gem	Siaya	399				
931	14175	Yala Sub County Hospital	Gem	Siaya	399				
932	14175	Yala Sub-District Hospital	Gem	Siaya	399				
933	13747	Madiany Sub District Hospital	Rarieda	Siaya	436				
934	11686	Mwambirwa Sub District Hospital	Mwatate	Taita Taveta	345				
935	471	Mwatate DMOH	Mwatate	Taita Taveta	334				
936	K0601	Mwatate Sub County	Mwatate	Taita Taveta	334				
937	11695	Mwatate Sub District Hospital	Mwatate	Taita Taveta	334				
938	6	Taita Taveta County	Taveta	Taita Taveta	361				
939	11840	Taveta District Hospital	Taveta	Taita Taveta	361				
940	313	Taveta District MOH	Taveta	Taita Taveta	361				
941	K0602	Taveta Sub County	Taveta	Taita Taveta	361				
942	11641	Moi Voi District Hospital	Voi	Taita Taveta	323				
943	470	Voi DMOH	Voi	Taita Taveta	323				
944	K0603	Voi Sub County	Voi	Taita Taveta	323				
945	11906	Wesu Sub District Hospital	Wundanyi	Taita Taveta	353				
946	469	Wundanyi DMOH	Wundanyi	Taita Taveta	347				
947	1005303	Wundanyi Sub County	Wundanyi	Taita Taveta	347				
948	11908	Wundanyi Sub District Hospital	Wundanyi	Taita Taveta	347				
949	474	Bura DMOH	Bura	Tana River	485				
950	K0401	Bura Sub County	Bura	Tana River	485				
951	475	Galole DMOH	Galole	Tana River	485				
952	K0402	Galole Sub County	Galole	Tana River	485				
953	11411	Hola District Hospital	Galole	Tana River	485				
954	309	Tana River District MOH	Galole	Tana River	485				

955	472	Garsen DMOH	Tana Delta	Tana River	578				
956	11711	Ngao District Hospital	Tana Delta	Tana River	691				
957	310	Tana Delta District MOH	Tana Delta	Tana River	691				
958	K0403	Tana Delta Sub County	Tana Delta	Tana River	691				
959	4	Tana River County	Tana Delta	Tana River	691				
960	11973	Chuka County Referral Hospital	Chuka	Tharaka Nithi	174				
961	1005290	Chuka Sub County	Chuka	Tharaka Nithi	174				
962	1005340	Igambang'ombe Sub County	Igambang'ombe	Tharaka Nithi	174				
963	411	Maara District MOH	Maara	Tharaka Nithi	197				
964	11972	Chuka Cottage Hospital	Meru South	Tharaka Nithi	175				
965	410	Meru South District MOH	Meru South	Tharaka Nithi	175				
966	12758	St Lucy's Hospital	Meru South	Tharaka Nithi	172				
967	1005342	Muthambi Sub County	Muthambi	Tharaka Nithi	179				
968	11970	Pcea Chogoria Hospital	Muthambi	Tharaka Nithi	187				
969	12445	Magutuni District Hospital	Mwimbi	Tharaka Nithi	203				
970	1005341	Mwimbi Sub County	Mwimbi	Tharaka Nithi	203				
971	K1303	Tharaka North Sub County	Tharaka North	Tharaka Nithi	225				
972	432	Tharaka North DMOH	Tharaka North	Tharaka Nithi	225				
973	12289	Kibunga Sub District Hospital	Tharaka South	Tharaka Nithi	270				
974	12769	St Orsola Mission Hospital	Tharaka South	Tharaka Nithi	249				
975	12795	Tharaka District Hospital	Tharaka South	Tharaka Nithi	225				
976	414	Tharaka District MOH	Tharaka South	Tharaka Nithi	225				
977	K1304	Tharaka South Sub County	Tharaka South	Tharaka Nithi	270				
978	1005406	Cherangany Sub County	Cherangany	Trans Nzoia	381				
979	14753	Kapsara District Hospital	Cherangany	Trans Nzoia	400				
980	K2604	Endebess Sub County	Endebess	Trans Nzoia	413				

981	14455	Endebess Sub-County Hospital	Endebess	Trans Nzoia	413				
982		Kiminini Cottage Hospital	Kiminini	Trans Nzoia	397				
983	K2605	Kiminini Sub County	Kiminini	Trans Nzoia	397				
984	14947	Kitale County Referral Hospital	Kiminini	Trans Nzoia	395				
985	15239	Mt Elgon Sub County Hospital	Kiminini	Trans Nzoia	384				
986	712	Kwanza District MOH	Kwanza	Trans Nzoia	408				
987	K2601	Kwanza Sub County	Kwanza	Trans Nzoia	408				
988	15003	Kwanza Sub County Hospital	Kwanza	Trans Nzoia	408				
989	16364	Matunda Sub County Hospital	Saboti	Trans Nzoia	355				
990	1005405	Saboti Sub County	Saboti	Trans Nzoia	415				
991	15508	Saboti Sub District Hospital	Saboti	Trans Nzoia	415				
992	26	Trans Nzoia County	Trans Nzoia East	Trans Nzoia	395				
993	711	Trans Nzoia East District MOH	Trans Nzoia East	Trans Nzoia	395				
994	K2602	Trans Nzoia East Sub County	Trans Nzoia East	Trans Nzoia	395				
995	710	Trans Nzoia West District MOH	Trans Nzoia West	Trans Nzoia	397				
996	K2603	Trans Nzoia West Sub County	Trans Nzoia West	Trans Nzoia	397				
997	14643	Kaikor Sub County Hospital	Kibish	Turkana	900				
998	K2307	Kibish Sub County	Kibish	Turkana	1057				
999	K2301	Loima Sub County	Loima	Turkana	720				
1000	20826	Lorugum Sub County Hospital	Loima	Turkana	682				
1001	15049	Lodwar County Referral Hospital	Turkana Central	Turkana	695				
1002	K2302	Turkana Central Sub County	Turkana Central	Turkana	695				
1003	14436	Elelea Sub County Hospital	Turkana East	Turkana	480				
1004	14699	Kapedo Sub-County Hospital	Turkana East	Turkana	356				
1005	1001499	Turkana East DMOH	Turkana East	Turkana	356				
1006	K2303	Turkana East Sub County	Turkana East	Turkana	356				
1007	15062	Lokitaung Sub County Hospital	Turkana North	Turkana	908				
1008	703	Turkana North District MOH	Turkana North	Turkana	908				
1009	K2304	Turkana North Sub County	Turkana North	Turkana	908				
1010	14818	Katilu Sub County Hospital	Turkana South	Turkana	623				
1011	21345	Lokichar Sub County Hospital	Turkana South	Turkana	595				
1012	K2305	Turkana South Sub County	Turkana South	Turkana	623				
1013	14655	Kakuma Mission Hospital	Turkana West	Turkana	722				
1014	14579	Kakuma Refugee Hospital	Turkana West	Turkana	721				

1015	21335	Kakuma Sub County Hospital	Turkana West	Turkana	721				
1016	15081	Lopiding Sub County Hospital	Turkana West	Turkana	944				
1017	K2705	Ainabkoi Sub County	Ainabkoi	Uasin Gishu	272				
1018	16347	Burnt Forest Sub District Hospital	Ainabkoi	Uasin Gishu	284				
1019	K151	Ampath Reference Lab	Eldoret East	Uasin Gishu	314				
1020	718	Eldoret East District MOH	Eldoret East	Uasin Gishu	315				
1021	K2701	Eldoret East Sub County	Eldoret East	Uasin Gishu	315				
1022	15204	Moi Teaching And Referral Hospital	Eldoret East	Uasin Gishu	314				
1023	27	Uasin Gishu County	Eldoret East	Uasin Gishu	315				
1024	1001041	Eldoret Regional Blood Transfussion	Eldoret West	Uasin Gishu	314				
1025	717	Eldoret West District MOH	Eldoret West	Uasin Gishu	325				
1026	K2702	Eldoret West Sub County	Eldoret West	Uasin Gishu	325				
1027	15788	Ziwa Sirikwa Sub District Hospital	Eldoret West	Uasin Gishu	325				
1028	K2706	Kapseret Sub County	Kapseret	Uasin Gishu	312				
1029	14779	Kapteldon Health Centre	Kapseret	Uasin Gishu	323				
1030	14841	Kesses Health Centre	Kesses	Uasin Gishu	292				
1031	K2707	Kesses Sub County	Kesses	Uasin Gishu	292				
1032	15206	Moiben Health Centre	Moiben	Uasin Gishu	353				
1033	K2708	Moiben Sub County	Moiben	Uasin Gishu	353				
1034	15758	Uasin Gishu District Hospital	Moiben	Uasin Gishu	315				
1035	807	Emuhaya District MOH	Emuhaya	Vihiga	390				
1036	K3801	Emuhaya Sub County	Emuhaya	Vihiga	390				
1037	808	Hamisi District MOH	Hamisi	Vihiga	350				
1038	K3802	Hamisi Sub County	Hamisi	Vihiga	350				
1039	15894	Hamisi Sub District Hospital	Hamisi	Vihiga	350				
1040	15913	Jumuia Friends Hospital Kaimosi	Hamisi	Vihiga	346				
1041	15876	Emuhaya Sub District Hospital	Luanda	Vihiga	390				
1042	K3807	Luanda Sub County	Luanda	Vihiga	390				
1043	K3803	Sabatia Sub County	Sabatia	Vihiga	359				
1044	21767	Mung'oma Hospital	Vihiga	Vihiga	363				
1045	95265	Sabatia District MOH	Vihiga	Vihiga	359				
1046	38	Vihiga County	Vihiga	Vihiga	380				
1047	16157	Vihiga District Hospital	Vihiga	Vihiga	380				
1048	806	Vihiga District MOH	Vihiga	Vihiga	380				

1049	K3804	Vihiga Sub County	Vihiga	Vihiga	380				
1050	1001497	Habaswein DMOH	Habasweini	Wajir	579				
1051	K0803	Habaswein Sub County	Habasweini	Wajir	579				
1052	1001498	Tarbaj DMOH	Tarbaj	Wajir	737				
1053	K0804	Tarbaj Sub County	Tarbaj	Wajir	737				
1054	13380	Khorof Harar Sub-District Hospital	Wajir East	Wajir	777				
1055	13452	Wajir County Referral Hospital	Wajir East	Wajir	690				
1056	507	Wajir East District MOH	Wajir East	Wajir	690				
1057	K0805	Wajir East Sub County	Wajir East	Wajir	690				
1058	18651	Wajir Tb Manyatta Sub – District Hospital	Wajir East	Wajir	683				
1059	13312	Buna Sub-District Hospital	Wajir North	Wajir	973				
1060	13314	Bute District Hospital	Wajir North	Wajir	892				
1061	506	Wajir North District MOH	Wajir North	Wajir	892				
1062	K0806	Wajir North Sub County	Wajir North	Wajir	892				
1063	13265	Abakore Sub District Hospital	Wajir South	Wajir	750				
1064	13317	Dadajabula Sub District Hospital	Wajir South	Wajir	691				
1065	13357	Habaswein District Hospital	Wajir South	Wajir	579				
1066	13394	Leheley Sub District Hospital	Wajir South	Wajir	652				
1067	505	Wajir South District MOH	Wajir South	Wajir	652				
1068	K0807	Wajir South Sub County	Wajir South	Wajir	652				
1069	13352	Griftu Sub District Hospital	Wajir West	Wajir	733				
1070	8	Wajir County	Wajir West	Wajir	733				
1071	508	Wajir West District MOH	Wajir West	Wajir	733				
1072	K0808	Wajir West Sub County	Wajir West	Wajir	733				
1073	14634	Kacheliba District Hospital	North Pokot	West Pokot	447				
1074	K2401	North Pokot Sub County	North Pokot	West Pokot	447				
1075	705	Pokot North District MOH	North Pokot	West Pokot	447				
1076	705	Pokot North District MOH	North Pokot	West Pokot	447				
1077	K2405	Pokot North Sub County	North Pokot	West Pokot	447				
1078	706	Pokot Central District MOH	Pokot Central	West Pokot	504				
1079	K2402	Pokot Central Sub County	Pokot Central	West Pokot	504				
1080	15564	Sigor Sub District Hospital (West Pokot)	Pokot Central	West Pokot	504				
1081	14330	Chepareria Sub District Hospital	Pokot South	West Pokot	435				

1082	K2403	Pokot South Sub County	Pokot South	West Pokot	435				
1083	K240416	County Medical Store	West Pokot	West Pokot	432				
1084	14701	Kapenguria District Hospital	West Pokot	West Pokot	432				
1085	24	West Pokot County	West Pokot	West Pokot	432				
1086	704	West Pokot District MOH	West Pokot	West Pokot	432				
1087	K2404	West Pokot Sub County	West Pokot	West Pokot	432				
					TOTAL				

No	MFL Code	Facility Name	Sub County	County	Approx. Dist-Km	Below 1kg	1kg-20kg	21kg-50kg	Extra kg above 50
1	13704	Kisumu District Hospital	Kisumu Central	Kisumu	2				
2	13939	Nyanza Provincial (Pgh)-Jaramogi(Jootrh)	Kisumu Central	Kisumu	2				
3	K152	Kemri Cdc Kisumu Lab	Kisumu East	Kisumu	2				
4	13738	L umumba Sub-County Hospital	Kisumu Central	Kisumu	3				
5	13807	Migosi Sub-County Hospital	Kisumu Central	Kisumu	3				
6	13808	Milimani Hospital	Kisumu East	Kisumu	4				
7	17376	Victoria Sub District Hospital	Kisumu Central	Kisumu	5				
8	604	Kisumu East District MOH	Kisumu East	Kisumu	5				
9	K4201	Kisumu East Sub County	Kisumu East	Kisumu	5				
10	21766	St. Jairus Hospital	Kisumu West	Kisumu	6				
11	13647	Gita Sub Ounty Hospital	Kisumu East	Kisumu	8				
12	70218	Port Florence Community Hospital	Kisumu West	Kisumu	9				
13	14020	Rabuor Sub County Hospital	Nyando	Kisumu	13				
14	13880	Nyahera Sub District Hospital	Kisumu West	Kisumu	14				
15	605	Kisumu West District MOH	Kisumu West	Kisumu	14				
16	K4202	Kisumu West Sub County	Kisumu West	Kisumu	14				
17	13528	Chulaimbo Sub District Hospital	Kisumu West	Kisumu	19				
18	21767	Mung'oma Hospital	Vihiga	Vihiga	23				
19	13468	Ahero District Hospital	Nyando	Kisumu	24				
20	16157	Vihiga District Hospital	Vihiga	Vihiga	24				
21	806	Vihiga District MOH	Vihiga	Vihiga	24				

22	K3804	Vihiga Sub County	Vihiga	Vihiga	24			
23	38	Vihiga County	Vihiga	Vihiga	24			
24	13810	Miranga Sub District Hospital	Seme	Kisumu	26			
25	1002003	Seme DMOH	Kisumu West	Kisumu	26			
26	15894	Hamisi Sub District Hospital	Hamisi	Vihiga	30			
27	808	Hamisi District MOH	Hamisi	Vihiga	30			
28	K3802	Hamisi Sub County	Hamisi	Vihiga	30			
29	13714	Kombewa District Hospital	Seme	Kisumu	32			
30	15899	Iguhu County Hospital	Ikolomani	Kakamega	34			
31	K3705	Ikolomani Sub County	Ikolomani	Kakamega	34			
32	807	Emuhaya District MOH	Emuhaya	Vihiga	34			
33	K3801	Emuhaya Sub County	Emuhaya	Vihiga	34			
34	K3807	Luanda Sub County	Luanda	Vihiga	34			
35	15876	Emuhaya Sub District Hospital	Luanda	Vihiga	34			
36	606	Nyando District MOH	Nyando	Kisumu	38			
37	K4205	Nyando Sub County	Nyando	Kisumu	38			
38	15913	Jumuia Friends Hospital Kaimosi	Hamisi	Vihiga	41			
39	16107	Shibwe Sub-County Hospital	Ikolomani	Kakamega	42			
40	K4102	Gem Sub County	Gem	Siaya	42			
41	14175	Yala Sub-District Hospital	Gem	Siaya	42			
42	14175	Yala Sub County Hospital	Gem	Siaya	42			
43	804	Kakamega East District MOH	Shinyalu	Kakamega	46			
44	K3703	Kakamega East(Shinyalu) Sub County	Shinyalu	Kakamega	46			
45	1001404	Shinyalu Sub County	Shinyalu	Kakamega	46			
46	K615	Lurambi DMOH	Lurambi	Kakamega	47			
47	1001409	Lurambi Sub County	Lurambi	Kakamega	47			
48	20123	Avenue Hospital Kisumu	Kisumu West	Kisumu	47			
49	802	Kakamega South District MOH	Ikolomani	Kakamega	48			
50	K616	Kakamega West DMOH	Ikolomani	Kakamega	48			
51	13921	Nyakach Sub County Hospital	Nyakach	Kisumu	48			
52	K3704	Kakamega North (Malava) Sub County	Malava	Kakamega	49			
53	803	Kakamega North District MOH	Malava	Kakamega	49			
54	K614	Malava DMOH	Malava	Kakamega	49			

55	1001407	Malava Sub County	Malava	Kakamega	49				
56	16141	St.Marys Mission Hospital - Mumias	Mumias East	Kakamega	49				
57	95251	Khwisero District MOH	Butere	Kakamega	50				
58	K3706	Khwisero Sub County	Khwisero	Kakamega	50				
59	15915	Kakamega Provincial General Hospital	Lurambi	Kakamega	50				
60	801	Kakamega Central District MOH	Lurambi	Kakamega	50				
61	37	Kakamega County	Lurambi	Kakamega	50				
62	95257	Matete District MOH	Lugari	Kakamega	51				
63	K3709	Matete Sub County	Matete	Kakamega	51				
64	K4204	Nyakach Sub County	Nyakach	Kisumu	54				
65	447	Nyakach DMOH	Nyakach	Kisumu	54				
66	13864	Nyabondo Mission Hospital	Nyakach	Kisumu	57				
67	95265	Sabatia District MOH	Vihiga	Vihiga	57				
68	K3803	Sabatia Sub County	Sabatia	Vihiga	57				
69	15836	Butere District Hospital	Butere	Kakamega	60				
70	810	Butere District MOH	Butere	Kakamega	60				
71	1001410	Butere Sub County	Butere	Kakamega	60				
72	15999	Manyala Sub District Hospital	Butere	Kakamega	61				
73	15568	Sigowet Sub-District Hospital	Sigowet/Soin	Kericho	62				
74	1005529	Sigowet/Soin Sub County	Sigowet/Soin	Kericho	62				
75	446	Muhoroni DMOH	Muhoroni	Kisumu	62				
76	13831	Muhoroni District Hospital	Muhoroni	Kisumu	62				
77	K4101	Bondo Sub County	Bondo	Siaya	63				
78	13507	Bondo County Referral Hospital	Bondo	Siaya	63				
79	41	Siaya County	Alego Usonga	Siaya	66				
80	14080	Siaya County Referral Hospital	Alego Usonga	Siaya	66				
81	K4104	Siaya Sub County	Alego Usonga	Siaya	66				
82	K4107	Alego Usonga Sub County	Alego Usonga	Siaya	67				
83	13916	Nyamusi Sub District Hospital	Nyamira North	Nyamira	68				
84	13928	Nyang'oma Sub County Hospital	Muhoroni	Kisumu	69				
85	1001411	Navakholo Sub County	Navakholo	Kakamega	74				
86	16078	Navakholo Sub District Hospital	Navakholo	Kakamega	74				
87	13638	Kabondo Sub-District Hospital	Kabondo Kasipul	Homa Bay	75				
88	455	Navakholo DMOH	Lurambi	Kakamega	75				

89	K2904	Aldai Sub County	Aldai	Nandi	75				
90	725	Nandi South District MOH	Aldai	Nandi	75				
91	14792	Kaptumo Sub-County Hospital	Aldai	Nandi	75				
92	K2901	Emgwen Sub County	Emgwen	Nandi	76				
93	29	Nandi County	Emgwen	Nandi	76				
94	723	Nandi Central District MOH	Emgwen	Nandi	76				
95	14749	Kapsabet County Referral Hospital	Emgwen	Nandi	76				
96	13668	Kendu Sub-District Hospital	Rachuonyo North	Homa Bay	77				
97	609	Rachuonyo North DMOH	Rachuonyo North	Homa Bay	77				
98	1001401	Mumias West Sub County	Mumias West	Kakamega	78				
99	14501	Fort Tenan Sub District Hospital	Kipkelion West	Kericho	78				
100	13540	Ekerenyo Sub District Hospital	Nyamira North	Nyamira	78				
101	46	Nyamira County	Nyamira North	Nyamira	78				
102	K4605	Nyamira North Sub County	Nyamira North	Nyamira	78				
103	13747	Madiany Sub District Hospital	Rarieda	Siaya	78				
104	809	Mumias District MOH	Mumias East	Kakamega	79				
105	1001403	Mumias East Sub County	Mumias East	Kakamega	79				
106	K3711	Mumias Sub County	Mumias East	Kakamega	79				
107	14165	Uyawi Sub County Hospital	Bondo	Siaya	80				
108	13667	Kendu Adventist Hospital	Rachuonyo North	Homa Bay	81				
109	13770	Manyuanda Sub-County Hospital	Seme	Kisumu	82				
110	14179	Nandi Hills District Hospital	Nandi Hills	Nandi	82				
111	14890	Kipchimchim M Hospital	Kericho	Kericho	83				
112	16008	Matunda Sub District Hospital	Likuyani	Kakamega	84				
113	456	Matungu DMOH	Matungu	Kakamega	84				
114	K3710	Matungu Sub County	Matungu	Kakamega	84				
115	16037	Mumias Sub-District Hospital (Matungu)	Matungu	Kakamega	84				
116	K150	Kemri Wrp Hiv Lab(Kericho)	Kericho	Kericho	85				
117	35	Kericho County	Kericho	Kericho	85				
118	14831	Kericho District Hospital	Ainamoi	Kericho	85				
119	739	Kericho District MOH	Kericho	Kericho	85				
120	K3503	Kericho Sub County	Kericho	Kericho	85				
121	434	Belgut DMOH	Belgut	Kericho	86				
122	K3501	Belgut Sub County	Belgut	Kericho	86				

123	13789	Matata Nursing Hospital	Rachuonyo South	Homa Bay	90			
124	14022	Rachuonyo District Hospital	Rachuonyo South	Homa Bay	90			
125	13785	Masogo Sub District Hospital	Muhoroni	Kisumu	91			
126	13912	Nyamira District Hospital	Nyamira South	Nyamira	92			
127	619	Nyamira District MOH	Nyamira South	Nyamira	92			
128	K4604	Nyamira South Sub County	Nyamira South	Nyamira	92			
129	1002006	Nyamira South DMOH	Nyamira South	Nyamira	92			
130	13653	Kandiego Sub District Hospital	Rachuonyo North	Homa Bay	93			
131	15229	Mosoriot Rural Health Training Centre	Chesumei	Nandi	94			
132	1005306	Chesumei Sub County	Chesumei	Nandi	94			
133	13926	Nyangiela Sub District	Rachuonyo South	Homa Bay	95			
134	1005701	Ainamoi Sub County	Ainamoi	Kericho	95			
135	K4510	Kitutu Chache South Sub County	Kitutu Chache South	Kisii	95			
136	13772	Marani Sub District Hospital	Kitutu Chache North	Kisii	95			
137	13766	Manga(Keroka) District Hospital	Manga	Nyamira	95			
138	13588	Got-Agulu Sub County Hospital	Bondo	Siaya	97			
139	K4003	Butula Sub County	Butula	Busia	98			
140	15939	Khunyangu Sub District Hospital	Butula	Busia	98			
141	811	Bungoma South District MOH	Bungoma South	Bungoma	98			
142	16161	Webuye District Hospital	Webuye West	Bungoma	98			
143	15828	Bungoma County Referral Hospital	Kanduyi	Bungoma	99			
144	742	Sotik District MOH	Sotik	Bomet	100			
145	K3604	Sotik Sub County	Sotik	Bomet	100			
146	13548	Esani Sub District Hospital	Masaba North	Nyamira	100			
147	14063	Rwambwa Sub County Hospital	Alego Usonga	Siaya	100			
148	814	Bungoma West District MOH	Sirisia	Bungoma	101			
149	K3906	Bungoma West Sub County	Sirisia	Bungoma	101			
150	818	Samia District MOH	Samia	Busia	103			
151	K4005	Samia Sub County	Samia	Busia	103			
152	15965	Friends Lugulu Mission Hospital	Webuye West	Bungoma	103			
153	805	Lugari District MOH	Lugari	Kakamega	103			
154	1001400	Lugari Sub County	Lugari	Kakamega	103			
155	740	Kipkelion District MOH	Kipkelion East	Kericho	105			

156	K3504	Kipkelion East Sub County	Kipkelion East	Kericho	105				
157	14897	Kipkelion Sub District Hospital	Kipkelion West	Kericho	105				
158	1005528	Kipkelion West Sub County	Kipkelion West	Kericho	105				
159	621	Borabu District MOH	Borabu	Nyamira	105				
160	K4601	Borabu Sub County	Borabu	Nyamira	105				
161	13692	Kijauri Sub District Hospital	Borabu	Nyamira	105				
162	K00	Bumula District MOH	Bumula	Bungoma	106				
163	812	Bungoma North District MOH	Bungoma North	Bungoma	106				
164	16128	Sio Port Sub District Hospital	Samia	Busia	107				
165	13527	Christamarianne Hospital	Nyaribari Chache	Kisii	107				
166	43	Homa Bay County	Homabay Town	Homa Bay	108				
167	13608	Homa Bay County Teaching And Referral Hospital	Homabay Town	Homa Bay	108				
168	607	Homabay District MOH	Homabay Town	Homa Bay	108				
169	817	Teso South District MOH	Teso South	Busia	110				
170	K4007	Teso South Sub County	Teso South	Busia	110				
171	15498	Roret Sub District Hospital	Bureti	Kericho	110				
172	13903	Nyamasibi Sub County Hospital	Nyaribari Masaba	Kisii	110				
173	1005733	Kisii Blood Transfusion Satellite	Kitutu Chache North	Kisii	111				
174	1005651	Kitutu Chache North Sub County	Kitutu Chache North	Kisii	111				
175	K4504	Kisii Central	Kisii Central	Kisii	111				
176	614	Kisii Central District MOH	Kisii Central	Kisii	111				
177	45	Kisii County	Kisii Central	Kisii	111				
178	13703	Kisii Level V Hospital	Kitutu Chache South	Kisii	111				
179	615	Kisii South District MOH	Bonchari	Kisii	111				
180	K2706	Kapseret Sub County	Kapseret	Uasin Gishu	111				
181	16091	Port Victoria District Hospital	Bunyala	Busia	112				
182	479	Nambale DMOH	Nambale	Busia	112				
183	K4004	Nambale Sub County	Nambale	Busia	112				
184	14178	Aic Litein Mission Hospital	Bureti	Kericho	112				
185	15834	Busia District Hospital	Matayos	Busia	113				
186	816	Busia District MOH	Busia	Busia	113				
187	95245	Butula District MOH	Busia	Busia	113				
188	741	Bureti District MOH	Bureti	Kericho	113				

189	K3502	Bureti Sub County	Bureti	Kericho	113			
190	13678	Masaba District Hospital	Masaba North	Nyamira	114			
191	15795	Alupe Sub District Hospital	Teso South	Busia	115			
192	14036	Rangwe Sub District Hospital	Rangwe	Homa Bay	115			
193	14369	Chepterwai Sub-District Hosp	Mosop	Nandi	115			
194	15808	Bokoli Sub District Hospital	Webuye West	Bungoma	116			
195	15969	Lumakanda County Hospital	Lugari	Kakamega	116			
196	13924	Nyangena Sub District Hospital	Manga	Nyamira	116			
197	13777	Marindi Sub County Hospital	Homabay Town	Homa Bay	117			
198	14706	Kapkatet District Hospital	Bureti	Kericho	117			
199	15725	Timboroa Sub County Hospital	Koibatek	Baringo	118			
200	819	Bunyala District MOH	Bunyala	Busia	118			
201	K4001	Bunyala Sub County	Bunyala	Busia	118			
202	1005650	Bonchari Sub County	Bonchari	Kisii	118			
203	1000863	Kimilili MOH	Kimilili	Bungoma	119			
204	15950	Kimilili Subcounty Hospital	Kimilili	Bungoma	119			
205	K3902	Bungoma Central Sub County	Kabuchai Central	Bungoma	120			
206	15860	Chwele Sub District Hospital	Kabuchai Central	Bungoma	120			
207	15788	Ziwa Sirikwa Sub District Hospital	Eldoret West	Uasin Gishu	120			
208	717	Eldoret West District MOH	Eldoret West	Uasin Gishu	120			
209	K2702	Eldoret West Sub County	Eldoret West	Uasin Gishu	120			
210	14779	Kapteldon Health Centre	Kapseret	Uasin Gishu	120			
211	K2707	Kesses Sub County	Kesses	Uasin Gishu	120			
212	14841	Kesses Health Centre	Kesses	Uasin Gishu	120			
213	15074	Londiani District Hospital	Kipkelion East	Kericho	121			
214	13631	Iyabe Sub District Hospital	Bonchari	Kisii	121			
215	13674	Kenyerere Sub County Hospital (Sameta)	Bobasi	Kisii	121			
216	13631	Iyabe Sub District Hospital	Bonchari	Nyamira	121			
217	16130	Sirisia Hospital	Sirisia	Bungoma	123			
218	1005647	Bobasi Sub County	Bobasi	Kisii	123			
219	14474	Equator Sub County Hospital	Koibatek	Baringo	124			
220	14741	Kaploug Mission Hospital	Sotik	Bomet	124			
221	13611	Ibacho Sub District Hospital	Nyaribari Masaba	Kisii	124			
222	16150	Teso District Hospital	Teso North	Busia	125			

223	480	Teso North DMOH	Teso North	Busia	125			
224	K4006	Teso North Sub County	Teso North	Busia	125			
225	617	Gucha District MOH	Bomachoge Chache	Kisii	125			
226	618	Gucha South District MOH	South Mugirango	Kisii	125			
227	618	Gucha South District MOH	South Mugirango	Kisii	125			
228	13594	Gucha Sub District Hospital	Bomachoge Chache	Kisii	125			
229	13967	Ogongo Sub District Hospital	Mbita	Homa Bay	126			
230	13783	Masimba Sub District Hospital	Nyaribari Masaba	Kisii	126			
231	1000837	Ndhiwa DMOH	Ndhiwa	Homa Bay	127			
232	K4303	Ndhiwa Sub County	Ndhiwa	Homa Bay	127			
233	13841	Ndhiwa Sub District Hospital	Ndhiwa	Homa Bay	127			
234	13814	Misesi Sub County Hospital	Bomachoge Chache	Kisii	127			
235	813	Bungoma East District MOH	Webuye West	Bungoma	128			
236	K3903	Bungoma East Sub County	Webuye West	Bungoma	128			
237	16010	Mautuma Sub County Hospital	Lugari	Kakamega	128			
238	13680	Keumbu Sub District Hospital	Nyaribari Chache	Kisii	128			
239	K3904	Bungoma North Sub County	Tongaren	Bungoma	131			
240	16061	Naitiri Sub-County Hospital	Tongaren	Bungoma	131			
241	13564	Gesusu Sub District Hospital	Nyaribari Masaba	Kisii	131			
242	1005652	Nyaribari Masaba Sub County	Nyaribari Masaba	Kisii	131			
243	16025	Mt Elgon Sub County Hospital	Mt. Elgon	Bungoma	132			
244	815	Mt. Elgon District MOH	Mt. Elgon	Bungoma	132			
245	15239	Mt Elgon Sub County Hospital	Kiminini	Trans Nzoia	132			
246	1002004	Konoin DMOH	Konoin	Bomet	133			
247	K3603	Konoin Sub County	Konoin	Bomet	133			
248	K2705	Ainabkoi Sub County	Ainabkoi	Uasin Gishu	133			
249	16347	Burnt Forest Sub District Hospital	Ainabkoi	Uasin Gishu	133			
250	13867	Nyacheki Sub-District Hospital	Bobasi	Kisii	134			
251	13612	Ibeno Sub District Hospital	Nyaribari Chache	Kisii	135			
252	K4511	Nyaribari Chache Sub County	Nyaribari Chache	Kisii	135			
253	15855	Cheptais Sub County Hospital	Cheptais	Bungoma	137			
254	14680	Kamwosor Sub-County Hospital	Keiyo South	Elgeyo Marakwet	137			
255	15719	Tenwek Mission Hospital	Bomet	Bomet	138			
256	14366	Cheptalal Sub-District Hospital	Konoin	Bomet	139			

257	13683	Kiamokama Sub County Hospital	Nyaribari Masaba	Kisii	139			
258	K2605	Kiminini Sub County	Kiminini	Trans Nzoia	139			
259		Kiminini Cottage Hospital	Kiminini	Trans Nzoia	139			
260	1005648	Bomachoge Borabu Sub County	Bomachoge Borabu	Kisii	140			
261	1005649	Bomachoge Chache Sub County	Bomachoge Chache	Kisii	140			
262	13673	Kenyenya Sub-District Hospital	Bomachoge Borabu	Kisii	140			
263	13985	Omorembe Sub County Hospital	Bomachoge Chache	Kisii	140			
264	15204	Moi Teaching And Referral Hospital	Eldoret East	Uasin Gishu	140			
265	1001041	Eldoret Regional Blood Transfussion	Eldoret West	Uasin Gishu	140			
266	K151	Ampath Reference Lab	Eldoret East	Uasin Gishu	140			
267	449	Nyatike DMOH	Nyatike	Migori	141			
268	K4405	Nyatike Sub County	Nyatike	Migori	141			
269	14103	St Camillus Mission Hospital	Nyatike	Migori	141			
270	718	Eldoret East District MOH	Eldoret East	Uasin Gishu	141			
271	K2701	Eldoret East Sub County	Eldoret East	Uasin Gishu	141			
272	27	Uasin Gishu County	Eldoret East	Uasin Gishu	141			
273	15758	Uasin Gishu District Hospital	Moiben	Uasin Gishu	141			
274	13697	Kionyo Sub County Hospital (Gucha)	Bobasi	Kisii	143			
275	13847	Nduru Sub District Hospital	South Mugirango	Kisii	143			
276	13891	Nyamache Sub-District Hospital	Bobasi	Kisii	143			
277	1005653	South Mugirango Sub County	South Mugirango	Kisii	143			
278	14131	Suguta Sub County Hospital	South Mugirango	Kisii	143			
279	14139	Tabaka Mission Hospital	South Mugirango	Kisii	143			
280	1005405	Saboti Sub County	Saboti	Trans Nzoia	143			
281	15508	Saboti Sub District Hospital	Saboti	Trans Nzoia	143			
282	481	Likuyani DMOH	Likuyani	Kakamega	144			
283	1001402	Likuyani Sub County	Likuyani	Kakamega	144			
284	15961	Likuyani Sub-County Hospital	Likuyani	Kakamega	144			
285	15077	Longisa Referral Hospital	Bomet	Bomet	147			
286	K3606	Bomet East Subcounty	Bomet East	Bomet	147			
287	13701	Kisegi Sub District Hospital	Suba	Homa Bay	147			
288	14130	Suba District Hospital	Suba	Homa Bay	147			
289	608	Suba District MOH	Suba	Homa Bay	147			
290	K4306	Suba Sub County	Suba	Homa Bay	147			

291	15565	Sigor Sub District Hospital (Bomet)	Chepalungu	Bomet	148			
292	13798	Mbita District Hospital	Mbita	Homa Bay	150			
293	1000836	Mbita DMOH	Mbita	Homa Bay	150			
294	K4302	Mbita Sub County	Mbita	Homa Bay	150			
295	721	Keiyo District MOH	Keiyo	Elgeyo Marakwet	154			
296	K2801	Keiyo North Sub County	Keiyo North	Elgeyo Marakwet	154			
297	K4401	Awendo Sub County	Awendo	Migori	154			
298	13492	Awendo Sub-District Hospital	Awendo	Migori	154			
299	K3605	Bomet Central Subcounty	Bomet Central	Bomet	156			
300	36	Bomet County	Bomet	Bomet	156			
301	743	Bomet District MOH	Bomet	Bomet	156			
302	K3601	Bomet Sub County	Bomet	Bomet	156			
303	13550	Etago Sub-District Hospital	South Mugirango	Kisii	157			
304	95178	Chepalungu District MOH	Bomet	Bomet	158			
305	14586	Iten District Hospital	Keiyo North	Elgeyo Marakwet	158			
306	905	Keiyo South District MOH	Keiyo South	Elgeyo Marakwet	158			
307	K2802	Keiyo South Sub County	Keiyo South	Elgeyo Marakwet	158			
308	14947	Kitale County Referral Hospital	Kiminini	Trans Nzoia	158			
309	711	Trans Nzoia East District MOH	Trans Nzoia East	Trans Nzoia	158			
310	K2602	Trans Nzoia East Sub County	Trans Nzoia East	Trans Nzoia	158			
311	26	Trans Nzoia County	Trans Nzoia East	Trans Nzoia	158			
312	450	Uriri DMOH	Uriri	Migori	159			
313	K4407	Uriri Sub County	Uriri	Migori	159			
314	13656	Karungu Sub- District Hospital	Nyatike	Migori	162			
315	710	Trans Nzoia West District MOH	Trans Nzoia West	Trans Nzoia	162			
316	K2603	Trans Nzoia West Sub County	Trans Nzoia West	Trans Nzoia	162			
317	716	Koibatek District MOH	Koibatek	Baringo	165			
318	K3004	Koibatek Sub County	Koibatek	Baringo	165			
319	14003	Othoro Sub District Hospital	Uriri	Migori	165			
320	14432	Eldama Ravine District Hospital	Koibatek	Baringo	166			
321	15174	Mercy Mission Hospital - Koibatek	Koibatek	Baringo	166			
322	16364	Matunda Sub County Hospital	Saboti	Trans Nzoia	166			

323	13745	Macalder Sub-District Hospital	Nyatike	Migori	170			
324	K3602	Chepalungu Sub County	Chepalungu	Bomet	172			
325	44	Migori County	Migori	Migori	173			
326	K4404	Migori Sub County	Migori	Migori	173			
327	610	Migori District MOH	Migori	Migori	173			
328	13805	Migori District Hospital	Suna East	Migori	173			
329	14110	St Joseph Mission Hospital	Suna East	Migori	174			
330	K4410	Suna East Sub County	Suna East	Migori	175			
331	1002916	Suna West Subcounty	Suna West	Migori	175			
332	K2604	Endebess Sub County	Endebess	Trans Nzoia	177			
333	14455	Endebess Sub-County Hospital	Endebess	Trans Nzoia	177			
334	K2708	Moiben Sub County	Moiben	Uasin Gishu	179			
335	15206	Moiben Health Centre	Moiben	Uasin Gishu	179			
336	14776	Kaptarakwa Sub District.Hospital	Keiyo South	Elgeyo Marakwet	182			
337	K2601	Kwanza Sub County	Kwanza	Trans Nzoia	184			
338	712	Kwanza District MOH	Kwanza	Trans Nzoia	184			
339	15003	Kwanza Sub County Hospital	Kwanza	Trans Nzoia	184			
340	900	Mogotio District MOH	Koibatek	Baringo	185			
341	K3006	Mogotio Sub County	Mogotio	Baringo	185			
342	15410	Olkokwe Health Centre	Mogotio	Baringo	185			
343	14753	Kapsara District Hospital	Cherangany	Trans Nzoia	186			
344	13726	Kuria District Hospital	Kuria West	Migori	190			
345	K4403	Kuria West Sub County	Kuria West	Migori	190			
346	612	Kuria West District MOH	Kuria West	Migori	190			
347	1005406	Cherangany Sub County	Cherangany	Trans Nzoia	190			
348	24	West Pokot County	West Pokot	West Pokot	192			
349	K240416	County Medical Store	West Pokot	West Pokot	192			
350	14701	Kapenguria District Hospital	West Pokot	West Pokot	192			
351	704	West Pokot District MOH	West Pokot	West Pokot	192			
352	K2404	West Pokot Sub County	West Pokot	West Pokot	192			
353	13625	Isibania Sub-District Hospital	Kuria West	Migori	195			
354	14294	Chebiemit District Hospital	Marakwet West	Elgeyo Marakwet	200			
355	13663	Kegonga District Hospital	Kuria East	Migori	200			

356	613	Kuria East District MOH	Kuria East	Migori	200			
357	K4402	Kuria East Sub County	Kuria East	Migori	200			
358	14446	Emining Sub County Hospital	Mogotio	Baringo	206			
359	15703	Tambach Sub District.Hospital	Keiyo North	Elgeyo Marakwet	207			
360	713	Baringo Central District MOH	Baringo Central	Baringo	208			
361	K3001	Baringo Central Sub County	Baringo Central	Baringo	208			
362	30	Baringo County	Baringo Central	Baringo	208			
363	14607	Baringo County Refferal Hospital	Baringo Central	Baringo	208			
364	K611	Baringo DMOH	Baringo Central	Baringo	208			
365	18279	Mwafrika Institute Of Development	Baringo Central	Baringo	208			
366	14330	Chepareria Sub District Hospital	Pokot South	West Pokot	210			
367	K2403	Pokot South Sub County	Pokot South	West Pokot	210			
368	15718	Tenges Sub County Hospital	Baringo Central	Baringo	212			
369	14767	Kapsowar (Aic) Hospital	Marakwet West	Elgeyo Marakwet	213			
370	720	Marakwet West District MOH	Marakwet	Elgeyo Marakwet	213			
371	K2804	Marakwet West Sub County	Marakwet West	Elgeyo Marakwet	213			
372	13858	Ntitaru Sub- District Hospital	Kuria East	Migori	215			
373	14634	Kacheliba District Hospital	North Pokot	West Pokot	224			
374	K2401	North Pokot Sub County	North Pokot	West Pokot	224			
375	705	Pokot North District MOH	North Pokot	West Pokot	224			
376	K2405	Pokot North Sub County	North Pokot	West Pokot	224			
377	705	Pokot North District MOH	North Pokot	West Pokot	224			
378	28	Elgeyo Marakwet County	Marakwet East	Elgeyo Marakwet	232			
379	903	Marakwet East DMOH	Marakwet East	Elgeyo Marakwet	232			
380	K2803	Marakwet East Sub County	Marakwet East	Elgeyo Marakwet	232			
381	901	Marigat District MOH	Marigat	Baringo	233			
382	K3005	Marigat Sub County	Marigat	Baringo	233			
383	15138	Marigat Sub District Hospital	Marigat	Baringo	233			
384	14867	Kimalel Sub County Hospital	Marigat	Baringo	242			
385	714	Baringo North District MOH	Baringo North	Baringo	243			
386	K3002	Baringo North Sub County	Baringo North	Baringo	243			

387	14241	Bartabwa Sub County Hospital	Baringo North	Baringo	243			
388	14961	Kocholwo Sub District Hospital	Keiyo South	Elgeyo Marakwet	243			
389	14609	Kabartonjo District Hospital	Baringo North	Baringo	245			
390	15738	Tot Sub District Hospital	Marakwet East	Elgeyo Marakwet	263			
391	14243	Barwessa Sub County Hospital	Baringo North	Baringo	267			
392	15564	Sigor Sub District Hospital (West Pokot)	Pokot Central	West Pokot	270			
393	706	Pokot Central District MOH	Pokot Central	West Pokot	270			
394	K2402	Pokot Central Sub County	Pokot Central	West Pokot	270			
395	15192	Mochongoi Sub County Hospital	Marigat	Baringo	276			
396	14979	Kolowa Sub County Hospital	Tiaty (East Pokot)	Baringo	294			
397	1005707	Tiaty (East Pokot) Sub County	Tiaty (East Pokot)	Baringo	294			
398	15707	Tangulbei Sub County Hospital	Tiaty (East Pokot)	Baringo	294			
399	K3007	Baringo South Subcounty	Baringo Central	Baringo	311			
400	K3003	East Pokot Sub County	Baringo Central	Baringo	311			
401	14321	Chemolingot Sub District Hospital	Tiaty (East Pokot)	Baringo	311			
402	715	East Pokot District MOH	Tiaty (East Pokot)	Baringo	311			
403	13892	Nyamagundo Sub County Hospital	Bonchari	Kisii	317			
404	14699	Kapedo Sub-County Hospital	Turkana East	Turkana	319			
405	1001499	Turkana East DMOH	Turkana East	Turkana	319			
406	K2303	Turkana East Sub County	Turkana East	Turkana	319			
407	14058	Rongo District Hospital	Rongo	Migori	343			
408	611	Rongo District MOH	Rongo	Migori	343			
409	K4406	Rongo Sub County	Rongo	Migori	343			
410	14818	Katilu Sub County Hospital	Turkana South	Turkana	354			
411	K2305	Turkana South Sub County	Turkana South	Turkana	370			
412	21345	Lokichar Sub County Hospital	Turkana South	Turkana	370			
413	14436	Elelea Sub County Hospital	Turkana East	Turkana	418			
414	K2301	Loima Sub County	Loima	Turkana	456			
415	15049	Lodwar County Referral Hospital	Turkana Central	Turkana	475			
416	K2302	Turkana Central Sub County	Turkana Central	Turkana	475			
417	14579	Kakuma Refugee Hospital	Turkana West	Turkana	575			
418	21335	Kakuma Sub County Hospital	Turkana West	Turkana	575			
419	15081	Lopiding Sub County Hospital	Turkana West	Turkana	662			

420	K2307	Kibish Sub County	Kibish	Turkana	667				
421	14643	Kaikor Sub County Hospital	Kibish	Turkana	667				
422	15062	Lokitaung Sub County Hospital	Turkana North	Turkana	681				
423	703	Turkana North District MOH	Turkana North	Turkana	681				
424	K2304	Turkana North Sub County	Turkana North	Turkana	681				
425	20826	Lorugum Sub County Hospital	Loima	Turkana	682				
426	14655	Kakuma Mission Hospital	Turkana West	Turkana	722				
					TOTAL				

DISTRIBUTION FROM MOMBASA REGIONAL DISTRIBUTION CENTRE TO DESIGNATED FACILITIES

No.	MFL Code	Facility Name	Sub County	County	Approx. Distance-Km	Below 1kgs	1kg-20kg	21kg-50kg	Extra Kg above 50kgs
1	K0105	Jomvu Subcounty	Jomvu	Mombasa	2				
2	11740	Port Reitz District Hospital	Mvita	Mombasa	8				
3	11861	Tudor District Hospital (Mombasa)	Mvita	Mombasa	9				
4	11434	Jocham Hospital	Kisauni	Mombasa	10				
5	11289	Coast Provincial General Hospital	Mvita	Mombasa	10				
6	1	Mombasa County	Likoni	Mombasa	10				
7	K0102	Kisauni Sub County	Kisauni	Mombasa	12				
8	467	Kisauni DMOH	Kisauni	Mombasa	12				
9	11459	Kenya Navy (Mir) Hospital	Likoni	Mombasa	12				
10	11774	Sayyida Fatimah Hospital	Kisauni	Mombasa	13				
11	11522	Likoni District Hospital	Likoni	Mombasa	13				
12	461	Likoni District DMOH	Likoni	Mombasa	13				
13	K0103	Likoni Sub County	Likoni	Mombasa	13				
14	19023	Swiss Cottage Hospital	Kilifi South	Kilifi	22				
15	473	Rabai DMOH	Rabai	Kilifi	24				
16	K0306	Rabai Sub County	Rabai	Kilifi	24				
17	11853	Tiwi Rural Health Training Centre	Matuga	Kwale	34				
18	11566	Mariakani District Hospital	Kaloleni	Kilifi	40				
19	11507	Kwale District Hospital	Matuga	Kwale	42				
20	303	Kwale District MOH	Matuga	Kwale	42				
21	1001485	Matuga DMOH	Matuga	Kwale	42				

22	K0202	Matuga Sub County	Matuga	Kwale	42			
23	11432	Jibana Sub-District Hospital	Kaloleni	Kilifi	43			
24	307	Kaloleni District MOH	Kaloleni	Kilifi	50			
25	K0303	Kaloleni Sub County	Kaloleni	Kilifi	50			
26	11655	Msambweni District Hospital	Msambweni	Kwale	59			
27	305	Msambweni District MOH	Msambweni	Kwale	59			
28	K0203	Msambweni Sub County	Msambweni	Kwale	59			
29	K030104	Kmtc Kilifi	Bahari	Kilifi	64			
30	458	Bahari DMOH	Bahari	Kilifi	65			
31	K0301	Bahari Sub County	Bahari	Kilifi	65			
32	306	Kilifi District MOH	Bahari	Kilifi	65			
33	11480	Kinango District Hospital	Kinango	Kwale	67			
34	304	Kinango District MOH	Kinango	Kwale	67			
35	K0201	Kinango Sub County	Kinango	Kwale	67			
36		Kwale County	Kinango	Kwale	67			
37	11824	St Peter's Hospital	Malindi	Kilifi	68			
38	11237	Bamba Sub County Hospital	Ganze	Kilifi	76			
39	457	Ganze DMOH	Ganze	Kilifi	79			
40	K0302	Ganze Sub County	Ganze	Kilifi	79			
41	11474	Kilifi County Hospital	Kilifi North	Kilifi	92			
42	K0307	Kilifi North Sub County	Kilifi North	Kilifi	92			
43	11526	Lungalunga Subcounty Hospital	Lunga Lunga	Kwale	112			
44	11897	Watamu Hospital	Malindi	Kilifi	130			
45	3	Kilifi County	Malindi	Kilifi	138			
46	11555	Malindi District Hospital	Malindi	Kilifi	138			
47	308	Malindi District MOH	Malindi	Kilifi	138			
48	K0305	Malindi Sub County	Malindi	Kilifi	138			
49	11843	Tawfiq Muslim Hospital	Malindi	Kilifi	138			
50	468	Magarini DMOH	Magarini	Kilifi	145			
51	K0304	Magarini Sub County	Magarini	Kilifi	145			
52	470	Voi DMOH	Voi	Taita Taveta	160			
53	K0603	Voi Sub County	Voi	Taita Taveta	160			
54	11686	Mwambirwa Sub District Hospital	Mwatate	Taita Taveta	168			
55	471	Mwatate DMOH	Mwatate	Taita Taveta	181			

56	K0601	Mwatate Sub County	Mwatate	Taita Taveta	181				
57	11695	Mwatate Sub District Hospital	Mwatate	Taita Taveta	181				
58	469	Wundanyi DMOH	Wundanyi	Taita Taveta	192				
59	1005303	Wundanyi Sub County	Wundanyi	Taita Taveta	192				
60	11908	Wundanyi Sub District Hospital	Wundanyi	Taita Taveta	192				
61	11906	Wesu Sub District Hospital	Wundanyi	Taita Taveta	195				
62	11711	Ngao District Hospital	Tana Delta	Tana River	236				
63	310	Tana Delta District MOH	Tana Delta	Tana River	236				
64	K0403	Tana Delta Sub County	Tana Delta	Tana River	236				
65	4	Tana River County	Tana Delta	Tana River	236				
66	472	Garsen DMOH	Tana Delta	Tana River	242				
67	6	Taita Taveta County	Taveta	Taita Taveta	264				
68	11840	Taveta District Hospital	Taveta	Taita Taveta	264				
69	313	Taveta District MOH	Taveta	Taita Taveta	264				
70	K0602	Taveta Sub County	Taveta	Taita Taveta	264				
71	11641	Moi Voi District Hospital	Voi	Taita Taveta	264				
72	11649	Mpeketoni Sub-District Hospital	Lamu West	Lamu	322				
73	474	Bura DMOH	Bura	Tana River	344				
74	K0401	Bura Sub County	Bura	Tana River	344				
75	475	Galole DMOH	Galole	Tana River	345				
76	K0402	Galole Sub County	Galole	Tana River	345				
77	11411	Hola District Hospital	Galole	Tana River	345				
78	309	Tana River District MOH	Galole	Tana River	345				
79	311	Lamu District MOH	Lamu East	Lamu	358				
80	477	Lamu East DMOH	Lamu East	Lamu	358				
81	K0501	Lamu East Sub County	Lamu East	Lamu	358				
82	11512	Lamu County Hospital	Lamu West	Lamu	358				
83	459	Lamu West DMOH	Lamu West	Lamu	358				
84	K0502	Lamu West Sub County	Lamu West	Lamu	358				
85	11373	Faza Sub-District Hospital	Lamu East	Lamu	369				
					TOTAL				

1. Method Statement

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

2. Work Plan

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

3. Other Time Schedule

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

1 NOTIFICATION OF INTENTION TO AWARD

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

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name:*[insert Authorized Representative's name]*
 Address:*[insert Authorized Representative's Address]*
 Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*
 Email Address:..... *[insert Authorized Representative's email address]*

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

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

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

Contract title:..... *[insert the name of the contract]*

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

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

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

I). The successful Tenderer

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

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

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

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

iii). How to request a debriefing

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

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

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

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

Title/position:[insert title/position]

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

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

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

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

iv. How to make a complaint

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

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

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

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

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

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

In summary, there are four essential requirements:

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

v). Standstill Period

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

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

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

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

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

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

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

Please return the attached Contract duly signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4 FORM OF CONTRACT

[Form head paper of the Procuring

Entity] **LUMP SUM**

REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Subcontractors
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Procuring Entity
- 2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

_____ [Authorized Representative]

For and on behalf of [name of Service Provider]

_____ [Authorized Representative]

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

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

.....[name of member]

.....[Authorized Representative]

..... [name of member]

.....[Authorized Representative]

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

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

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

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

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

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

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

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

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

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

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

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

end of the Tender Validity Period.

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

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

[Signature(s)]

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

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

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

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

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

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

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

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

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

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

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

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

Tender-Securing Declaration.

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

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

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

Name of the Tenderer* _____

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

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

PART II - PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

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

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

Day work Schedule

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

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

Provisional Sums

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

These are provided under appendices A to D

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever

possible) **Notes on Specifications**

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

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

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

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

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

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

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

the Service Provider's Tender.

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties

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

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.4.1 Value Engineering

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

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

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

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

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

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Procuring Entity

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

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

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice

to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

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

2.6.3 Payment up on Termination

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

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

3 Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;

- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

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

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

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

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

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

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by

adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

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

3.9 Performance Security

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

3.10 Fraud and Corruption

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

3.11 Sustainable Procurement

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

4 Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Payment for Additional Services, and Performance Incentive Compensation

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

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

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

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

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

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

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

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

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

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

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

8.1.5.1 This fully detailed claim shall be considered as interim;

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

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

- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

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

8.3 Amicable Settlement

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

8.4 Arbitration

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the

Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

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

8.5 Arbitration with proceedings

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

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

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

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

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

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

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

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

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

8.6 Failure to Comply with Arbitrator's Decision

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

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of

disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

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

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(v)	Project Manager is _____
1.1(d)	The contract name is _____.
1.1(g)	The Procuring Entity is _____
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses are: Procuring Entity: _____ Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: _____ For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity’s liability and workers’ compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: ____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: ____ (indicate milestone and/or percentage) _____ ____ (indicate milestone and/or percentage) _____ and ____ (indicate milestone and/or percentage) _____ <p>Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is _____.
6.6.1	Price adjustment is _____ in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are _____:

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

C. FORMS

SECTION VIII -CONTRACT FORMS

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

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

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

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

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

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

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

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

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

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20__.

SIGNED ON _____ on behalf

of by _____ in the capacity

of In the presence of

SIGNED ON _____ on behalf

of By _____ in the capacity

of In the presence of

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

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

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

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference*

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

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

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

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

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

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

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.: _____ [insert identification

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

to: _____ [insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

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

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

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

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

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

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

SAMPLE OF VEHICLE / DRIVER CHECKLIST

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

Should any item on the checklist not be compliant (marked “Yes”), KEMSA will not submit commodities for transport to the transport carrier.

Driver / Vehicle Checklist

Driver: (Driver Name: _____ **vehicle NO.** _____

Driver Requirement	Yes	No
Legally licensed (BCE, and current) to carry goods in Kenya		
Appears capable of driving (Sober, healthy and alert).		
In company uniform and clean		

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

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

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

Driver - Name _____ **Signature** _____ **Date** _____

Vehicle ACCEPTED or REJECTED (Comments): _____

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

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

SERVICE LEVEL AGREEMENT (SLA)

Section 1. Purpose of the Service Level Agreement

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

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

Section 2. Parties Covered by the Agreement

2.1 The parties covered by this agreement are:

Service Provider: "Transport Carrier XX"

Client: Kenya Medical Supplies Authority (KEMSA)

Section 3. Scope of Services Covered by the Agreement

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

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

Section 4. Key Performance Indicators (KPIs):

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

- Truck Availability
- Appointment Time
- On-Time Delivery
- Return of Proof of Delivery (POD)
- Loading Time
- Transport Safety/Security
- Returns Management
- Incident Management
- Accuracy, quality and completeness of delivery reports.

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

SLAs will be monitored and tracked with the following structure:

- Quarterly performance audits with transport carrier and KEMSA management will be conducted.
- Contract will be terminated for non-performance.
- Once a contract is terminated, KEMSA will engage another carrier.

SLA KPIs

KPI	Performance Target	Average Minimum Threshold	Individual Minimum Threshold	Penalties	Incentives	Process Owner	Monitoring Technique	Reporting Frequency
Truck Availability	Truck arrives at KEMSA within twenty four (24) total hours following requisition by KEMSA distribution staff	95%	90%	If average of all four metrics is lower than the 90.00% threshold (per individual quarter) First Offense: Warning; Second Offense: Warning, Third Offense: Contract Termination. Or If any one of the individual metrics is lower than 80.00% on a given individual quarter, First Offense: Warning; Second Offense: Warning; Third Offense Contract Termination	"Carrier of the Year" (calculated on total average quarter performance compared to other transport carrier in adjoining region)	Transporter	Measure time taken from requisition to truck arrival at KEMSA security gate check	Quarterly
Appointment Time (Truck Availability)	Truck arrives at KEMSA at or before requested appointment time		90%			Transporter	Measure time of arrival corresponding to appointment time request	Quarterly
On-Time Delivery	Deliveries are made within forty two (2) days to hospitals and KEMSA depots, and Rural Health Facility deliveries are completed within five (5) working days. Special consideration will be given to hard to reach areas (Include Counties-Lamu, Marsabit, Mandera, Wajir, Tana River, Turkana) - Seven (7) days will apply.		90%			Transporter	Measure time taken from departure from KEMSA to the time of delivery shown on PoD	Quarterly
Return of Proof of Delivery (PoD)	PoD is returned to KEMSA within five (5) working days after actual delivery to the facility		90%			Transporter	Measure time taken from RECIEPT of goods to receipt of PoD back at KEMSA	Quarterly

Loading Time	Truck is loaded within three (3) hours from the time it arrives at KEMSA	95%	If lower than threshold (per quarter) Letter placed in employee file and noted for discussion during employee contract renegotiation or termination	"Loader of the Year"	KEMSA	Measure time taken from arrival to KEMSA security gate check to completion of loading	Quarterly
Transport Safety / Security	Noted damage and/or loss during transportation	100%	100% payment of damage and/or loss amount of goods	N/A	Transporter	Measure actual instances of damage / loss	Quarterly
Returns Management	Returns from facilities including damages are returned to KEMSA within two (2) days for hospitals and five (5) days for RHF's	100%	All returns (100%) to be brought back to KEMSA	N/A	Transporter	Measure timely return of medical commodities to KEMSA	Quarterly
Incident Management	Incidents reporting to be within 12 hours and before 24 hours to KEMSA	100%		N/A	Transporter	Measure all incidents reported and full reports submitted to KEMSA	Quarterly
Accuracy, quality and completeness of delivery reports	Complete, accurate and complete distribution reports submitted to KEMSA on daily basis	95%		N/A	Transporter	Measure accuracy and completeness of distribution reports submitted to KEMSA	Quarterly

Section 6. Changes to this Agreement

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

6.2 In the event that a change is requested, the Distribution Manager will co-ordinate meetings between the relevant management staff from both "Transport Carrier XX" and KEMSA. Once an agreement has been reached, the Corporation Secretary will ensure that an addendum to the agreement is produced and passed to the vendor's representative for circulation to all relevant staff.

B --Title: SECURITY OF GOODS ON TRANSIT.

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

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

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

KEMSA will be responsible for the insurance of the goods:

- During storage at the KEMSA or at third party sites
- The transporter is required to ensure the safety of goods under their care and insure them against all risks while in their custody with a proper "cover". In addition, this cover needs to be demonstrated on a quarterly basis with an official letter sent by the cover agent involved directly to KEMSA procurement.

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

GPS REQUIREMENTS

All vehicles that will be picking medical commodities from KEMSA warehouses will be required to have GPS transmitters onboard. The transporter will allow KEMSA access to the GPS. This requirement shall also be applicable to sub-contracted vehicles used by outsourced carriers as well. Acquisition and maintenance cost is the responsibility of the transporter. Transporters drivers will be required to have smartphones that KEMSA will install an application that will transmit Proof of delivery details to KEMSA real time.

SUPPLIER PERFORMANCE MEASUREMENT TOOL REPORT

PAST PERFORMANCE

A supplier performance measurement tool with detailed performance indicators has been developed and will be used to measure the performance of contracted suppliers. Suppliers who will have had unsatisfactory past performance on specific items of less than 71% shall not be recommended for award of similar items in subsequent tenders.

PERFORMANCE INDICATORS

The performance of suppliers, contractors, service providers and consultants are monitored at contract level to ensure the terms and conditions of the contract are met. The extent of performance monitoring applied shall be determined by the level of risk and the nature of the items. Good monitoring of suppliers anticipates, identifies and facilitates correction of shortcomings before the relationship with the supplier is adversely affected and before compromising value for money.

1. Time

The time indicator measures the duration in days for the supplier to deliver or complete the task as specified in the contract. The required data to be captured from the source documents into the performance tool shall include: Item code, item description, contract number, purchase order number, supplier name, contract signing date, contract effective date, contractual delivery date, earliest delivery date, extended delivery date, actual delivery date, supplier offered delivery date, and latest delivery date. For each item, the earliest delivery date and the latest delivery date are derived from the issued tender document. The supplier offered delivery date is derived from the bid.

Contract Delivery Period: The number of calendar days from the date of signing the contract to the date the delivery is required per the contract. If a contract is extended, the additional days are confirmed through addendum (letter) to the contract and the duration added to the Contract Delivery Period. In call-off orders under framework contracts, Contract Delivery Period is the number of calendar days from the date of call-off order to the required delivery date.

Actual Delivery Period: The number of calendar days from the contract effective date to the actual delivery date. For staggered deliveries under definite quantity contracts, actual delivery period is the number of calendar days from date of notification of the required quantity.

Delivery on Time: Delivery of goods on or within the Contract Delivery Period yields a Delivery on Time indicator score of 100%. Delivery within 2 weeks after Contract Delivery Period still yields a Time indicator score of 100%. Delivery made thereafter yields a time Indicator score of zero (0). Failure to fully deliver within 8 weeks from lapse of Contract Delivery Period will result in contract termination.

2. Quantity

The supplier is required to deliver the ordered quantity of the product in full. Contractors should deliver the product per the required specifications.

Sometimes, due to practical reasons, a supplier may be requested in writing to deliver a portion of the order. In that event, the measurement will be done after substantial completion of contracted quantity. The quantity indicator measures Delivery in Full, which is the difference between the quantity of the product in the purchase order or contract and the quantity that is certified received.

Delivery in Full: The indicator is measured by the percentage of the ordered quantity which is actually certified received. *Example:* If the purchase order quantity was 200,000 units. Of this, the quantity received was 190,000 units. The indicator of Delivery in Full is computed as $(190,000/200,000) * 100 = 95\%$. The target performance score for Delivery in Full indicator is 100%. The required data are order quantity, delivered quantity, and deferred quantity.

3. Cost

The historical unit prices for each item are captured in the ERP system. The Award Price arise from recommendations for award and signed supplier contract. The Final Price is the award price plus the price variation that is approved at contract implementation; excluding those from the application of a price adjustment formula if provided for in the signed contract.

The Price Ratio is defined as $[Award\ Price \times 100 / Final\ Price]$; which should be 100% where the Final Price is equal to the Award Price. Where the Final Price is higher than the Award Price, the performance score is prorated. *Example:* if the Final Price is KES2,700, Award Price is KES2,400, then the Price Ratio is $[2,400 * 100 / 2700 = 89\%]$. The data to be captured in the ERP system include the following: Item Code, Item Description, Contract Number, Order Number, Supplier Name, Plan Price, Award Price, Price Variation, Final Price.

4. Quality

The contract provides the technical specifications. At the delivery point, the products are inspected and tested to ensure they comply with the quality specifications. Products that do not comply with Quality Specifications will be rejected. However, an assessment shall be made to check if there is suitable product packaging. Percentage of damaged cartons acceptable is 0.5%. Above this %, the damaged cartons will be rejected.

5. Ratings and Scores

The supplier contract performance scores provide a structured way of rating suppliers with an aim of identifying areas of improvement and a basis for future engagement depending on historical performance. The scorecard will be used to measure, rate and rank suppliers with the aim of ensuring suppliers consistently meet and surpass their contractual obligations. Table 3 summarizes the ratings and scores.

Table 1. Ratings and scores measurement system

Rating	Range	Performance Description
1	0-30	Falls far below expectations: Performance jeopardized the achievement of contract requirements, despite contract administrative interventions.
2	31-50	Missed expectations: There are a number of performance issues that required KEMSA to provide additional contract administrative interventions to ensure that contract requirements are met.
3	51-70	Does not fully meet expectations: There are performance issues but supplier has somehow met contract requirements.
4	71-80	Mostly meets expectations: There are minor performance issues but the supplier has largely met the contract requirements
5	81-100	Exceeds Expectations: Supplier has demonstrated a performance level in measurable within contract requirements

6. Performance Index

The Performance Index combines the indices for (1) time, (2) quantity, (3) cost and (4) quality. Each of the four performance indicators is scored out of 100%. The parameters are then weighted using a predefined matrix and the overall Supplier Performance Index is the sum of the weighted scores.

Table 2. Supplier Performance Index (Example)

#	Indicator	Score (%)	Weight	Weighted Score
1	Time	100	0.5	50.00
2	Quantity	95	0.3	28.50
3	Cost	89	0.1	8.90
4	Quality	83	0.1	8.30
	Supplier Performance Index			95.70

7. Performance Decision

A supplier with a **Performance Index Score** of less than 71% shall not be eligible for award of contracts by KEMSA for a period of ONE YEAR from the date of notification of the performance score.

This information shall form part of the Post Contract Qualification Criteria in the subsequent tender document and evaluation stated as follows:

“Non-performance of a contract did not occur as a result of supplier default since 1 January [*insert year*] or the bidder has a Performance Score of less than 71% as measured using the KEMSA Supplier Performance Measurement Tool as notified to the supplier or service provider in writing prior to this tender notice.”

The Procurement Directorate shall debrief the supplier and prepare minutes to record the debriefing, which shall form part of the permanent records.