REQUEST FOR PROPOSAL FOR PROVISION OF MANUFACTURING SERVICES FOR STABILIZED PREMIUM FORMULATION OF SODIUM HYPOCHLORITE 5.0-5.6%

TENDER NO. KEMRI/HQ/06/2019-2020

NOTICE DATE: 22nd OCTOBER, 2019

CLOSING DATE: 6th November, 2019 AT 10.00 AM

All correspondence to:

THE DIRECTOR
KENYA MEDICAL RESEARCH INSTITUTE
P.O. BOX 54840-00200
NAIROBI
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SECTION I        LETTER OF INVITATION

NOTICE DATE: TUESDAY 22nd OCTOBER, 2019

TENDER REFERENCE NO: KEMRI/HQ/06/2019-2020

TENDER NAME: PROCUREMENT OF MANUFACTURING SERVICES FOR STABILIZED PREMIUM FORMULATION OF SODIUM HYPOCHLORITE 5.0-5.6%

The Kenya Medical Research Institute (KEMRI) is a state corporation, established through the Science and Technology (Amendment) Act of 1979. Its mandate is to conduct research in human health. KEMRI has grown from a humble beginning thirty-three (33) years ago to become a leading center of excellence in the provision of quality health research. The Institute has ten (10) Research Centers in Nairobi, Alupe-Busia, Kisian-Kisumu and Kilifi, two (2) Training Centres in Nairobi, and satellite stations in Kericho, Nyanza, Taveta, Kombewa and Mwea.

Through its research, KEMRI has developed a number of products, which are currently supporting the national health system. These products are being produced in its State-of-Art Production facility at KEMRI Headquarters. However, with time, the demand for KEMRI products has increased overwhelmingly thus overstretching the capacity of its production facility, especially in manufacturing of low-value, high-volume and less technical products.

To address the above-mentioned challenge, KEMRI is seeking to engage a local pharmaceutical company to manufacture services for stabilized premium formulation of sodium hypochlorite.

KEMRI therefore invites Orbit Chemicals Ltd who has relevant experience in similar undertakings to submit their bids. The tender documents may be obtained from the Procurement Office situated on 1st floor KEMRI Headquarters, off Mbagathi Road during normal working hours free of charge.

For each tender, the bidder shall prepare one (1) original and one (1) copy of the technical and financial proposals which shall be clearly marked “ORIGINAL” and “COPY” as appropriate. The original and copies of the technical proposal shall be sealed in an envelope clearly marked “Technical Proposal” and the original and copies of the financial proposal shall be sealed in an envelope clearly marked “Financial Proposal” with a warning, “Do not open together with the technical proposal”. Bidders to paginate all the tender documents submitted.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for a period of ninety days (90) from the closing date of the tender.

The envelope containing the financial proposal should have the bidders name and address clearly marked on the outside. Both envelops shall be placed in an outer envelope and sealed. The outer envelope, bearing no indication of the bidder and clearly marked “TENDER
NUMBER KEMRI/DP/01/2019-2020 ‘PROCUREMENT OF MANUFACTURING SERVICES FOR STABILIZED PREMIUM FORMULATION OF SODIUM HYPOCHLORITE” should be deposited in the tender box at the Reception Area, Ground Floor, KEMRI Headquarters or sent by post to:-

The Director  
Kenya Medical Research Institute  
P. O. Box 54840 00200  
Nairobi

so as to reach not later than Wednesday, 6th November, 2019 at 10.00am local time.

Interested bidders or their representatives are invited to witness the opening of the bids, to be held at the Production Department Meeting Room at KEMRI Headquarters Complex on the same day thereafter. Late bids will be rejected and returned unopened.

KEMRI may terminate the procurement proceedings prior to entering into a contract and reserves the right to accept or reject a tender in whole or in part without being bound to give reasons for its decision or incurring any liability. The Corporation is also not obligated to award to the firm that offers the lowest price.

Canvassing will lead to automatic disqualification.

DIRECTOR, KEMRI
SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction
The Kenya Medical Research Institute (KEMRI) is a state corporation, established through the Science and Technology (Amendment) Act of 1979. Its mandate is to conduct research in human health. KEMRI has grown from a humble beginning thirty-three (33) years ago to become a leading center of excellence in the provision of quality health research. The Institute has ten (10) Research Centers in Nairobi, Alupe-Busia, Kisian-Kisumu and Kilifi, two (2) Training Centres in Nairobi, and satellite stations in Kericho, Nyanza, Taveta, Kombewa and Mwea.

2.1.1 KEMRI invites interested, eligible and qualified firms with relevant experience in similar undertakings to submit their bids.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal.

2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.5 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.6 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.
2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

(iii) Proposed professional staff must as a minimum, have the experience indicated in the bid document, preferably working under conditions similar to those prevailing in Kenya.

(iv) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

(i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment including: (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the document. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the document. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

\[ Sf = 100 \times \frac{Fm}{F} \]

where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-

\[ S = St \times T \%
\]

\[ Sf \times P \%
\]

The firm achieving the highest combined technical and financial score will be invited for negotiations.

The tender evaluation committee shall evaluate the tender within 21 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of
Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

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

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
(b) Legal capacity to enter into a contract for procurement
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.
2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
EVALUATION CRITERIA

The following criteria will be used to evaluate the request for proposal (RFP):

A. MANDATORY REQUIREMENTS

The tenderer must provide the following information and provide copies to support the information given.

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Particulars provided</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Incorporation/Registration</td>
<td>Evidence to be availed is the certificate</td>
<td></td>
</tr>
<tr>
<td>Business permit from the County Government</td>
<td>Evidence to be availed is a copy of valid business permit</td>
<td></td>
</tr>
<tr>
<td>VAT /PIN Registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Compliance</td>
<td>Evidence to be availed is a valid tax compliance</td>
<td></td>
</tr>
<tr>
<td>Good manufacturing Practice license</td>
<td>Evidence to be availed is a valid license</td>
<td></td>
</tr>
<tr>
<td>Registration of premises</td>
<td>Evidence to be availed is a certificate from pharmacy &amp; poisons board</td>
<td></td>
</tr>
<tr>
<td>Annual Manufacturing license</td>
<td>Evidence to be availed is a license from pharmacy &amp; poisons board</td>
<td></td>
</tr>
<tr>
<td>Audited Accounts for 2016, 2017 and 2018</td>
<td>Evidenced to be availed is certified copies of audited accounts</td>
<td></td>
</tr>
<tr>
<td>Site master file with curriculum vitae of key technical staff</td>
<td>Evidenced to be availed is a copy of master file and CVs</td>
<td></td>
</tr>
</tbody>
</table>
### B TECHNICAL QUALIFICATION CRITERIA (TOTAL MARKS 100; PASS MARK 70.)

<table>
<thead>
<tr>
<th>No</th>
<th>Criterion</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Experience of the firm in manufacturing of sodium hypochlorite and/or alcoholic based hand sanitizer</td>
<td>≤ 1 year, 10 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>≤ 2 years, 20 marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>≥ 3 years, 30 marks</td>
</tr>
<tr>
<td>2.</td>
<td>Qualification and Experience of key staff</td>
<td>8 marks</td>
</tr>
<tr>
<td></td>
<td>• Licensed pharmacist with at least 3 years’ experience</td>
<td>6 marks</td>
</tr>
<tr>
<td></td>
<td>• Quality control Officer with Bsc degree with at least three years’ experience</td>
<td>6 marks</td>
</tr>
<tr>
<td></td>
<td>• Head of production with Bsc degree with at least three years’ experience</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Capacity to provide the required manufacturing</td>
<td>15 marks</td>
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<td></td>
<td>• Chlorination plant</td>
<td>15 marks</td>
</tr>
<tr>
<td></td>
<td>• Mixing tank with a capacity of at least 2,000 litres</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Production capacity of at least 20,000 by 5 litres per month for sodium hypochlorite and at least 20,000 by 500ml for alcohol based sanitizer.</td>
<td>20 marks</td>
</tr>
</tbody>
</table>
3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant’s proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.
TECHNICAL PROPOSAL SUBMISSION FORM

[______________ Date]

To: __________________________[Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ______________________________ [Title of consulting services] in accordance with your Request for Proposal dated ____________________________ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_______________________________ [Authorized Signature]:

_______________________________ [Name and Title of Signatory]:

_______________________________ [Name of Firm]:

_______________________________ [Address:]
2. **Firm’s References**

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff provided by Your Firm/Entity(profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>Clients contact person for the assignment.</td>
</tr>
<tr>
<td>Address:</td>
<td>No of Staff-Months; Duration of Assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td></td>
<td>Approx. Value of Services (Kshs)</td>
</tr>
<tr>
<td>Name of Associated Consultants. If any:</td>
<td>No of Months of Professional Staff provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>

Firm’s Name: ____________________________

Name and title of signatory: ________________
3. **Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services and Facilities to be Provided by the Client.**

On the Terms of Reference:

1. 
2. 
3. 
4. 
5. 

On the data, services and facilities to be provided by the Client:

1. 
2. 
3. 
4. 
5.
5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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2. Support Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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</table>
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

________________________________________________________________________

Name of Firm:

________________________________________________________________________

Name of Staff:

________________________________________________________________________

Profession:

________________________________________________________________________

Date of Birth:

________________________________________________________________________

Years with Firm: ___________________________ Nationality: ______________________

Membership in Professional Societies: ________________________________________

________________________________________________________________________

Detailed Tasks Assigned: ________________________________________________

________________________________________________________________________

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

________________________________________________________________________

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

________________________________________________________________________

Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
</tr>
</thead>
</table>

Reports Due: __________

Activities Duration: __________

Signature: ______________________
(Authorized representative)

Full Name: ______________________

Title: ______________________

Address: ______________________
**ACTIVITY (WORK) SCHEDULE**

(a). Field Investigation and Study Items

[1<sup>st</sup>, 2<sup>nd</sup>, etc., are months from the start of assignment]

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1&lt;sup&gt;st&lt;/sup&gt;</th>
<th>2&lt;sup&gt;nd&lt;/sup&gt;</th>
<th>3&lt;sup&gt;rd&lt;/sup&gt;</th>
<th>4&lt;sup&gt;th&lt;/sup&gt;</th>
<th>5&lt;sup&gt;th&lt;/sup&gt;</th>
<th>6&lt;sup&gt;th&lt;/sup&gt;</th>
<th>7&lt;sup&gt;th&lt;/sup&gt;</th>
<th>8&lt;sup&gt;th&lt;/sup&gt;</th>
<th>9&lt;sup&gt;th&lt;/sup&gt;</th>
<th>10&lt;sup&gt;th&lt;/sup&gt;</th>
<th>11&lt;sup&gt;th&lt;/sup&gt;</th>
<th>12&lt;sup&gt;th&lt;/sup&gt;</th>
</tr>
</thead>
</table>

(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>4. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part.
1. FINANCIAL PROPOSAL SUBMISSION FORM

__________________________ [Date]

To: _______________________________________________________________________

__________________________________________________________________________

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (____________) [Title of consulting services] in accordance with your Request for Proposal dated (__________________) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_________________________________________________________________) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

________________________________________ [Authorized Signature]

:____________________________________ [Name and Title of Signatory]:

__________________________ [Name of Firm]

__________________________ [Address]
### 2. SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Amount of Financial Proposal

_______________________________

### 3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity NO.: _______________</th>
<th>Description: _______________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
</tr>
</tbody>
</table>

_______________________________
SECTION V - TERMS OF REFERENCE

5.1 PARTICULARS

Description of the required manufacturing services

5.1.1 Stabilized Sodium hypochlorite produced using electrolysis and in round jerrican with the following part specifications:

<table>
<thead>
<tr>
<th>TEST</th>
<th>SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Clear slightly yellow solution</td>
</tr>
<tr>
<td>Odor</td>
<td>Pungent smell of chlorine</td>
</tr>
<tr>
<td>Sodium Hypochlorite content (BP 2007)</td>
<td>5.0 – 5.6%</td>
</tr>
<tr>
<td>pH</td>
<td>12.0 -13.00</td>
</tr>
<tr>
<td>Volume of fill</td>
<td>5000ml to 5050ml</td>
</tr>
<tr>
<td>Total alkalinity</td>
<td>0.01-1 %m/v</td>
</tr>
<tr>
<td>Primary package</td>
<td>High density plastic container</td>
</tr>
<tr>
<td>Secondary package</td>
<td>5- ply shipper (strapped)</td>
</tr>
</tbody>
</table>

5.2 In case the vendor is successful, KEMRI-Vendor will enter into a contract for one (1) year. During the contract period;

5.2.1 KEMRI-Vendor shall sign a framework contract

5.2.2 KEMRI will be issuing a Local Purchase Order for the required quantity of the product.

5.2.3 The prices of the product should not be changed over the contract period.

5.2.4 No product shall be manufactured in the absence of the designated KEMRI staff

5.2.5 The quality of products must be upheld as per the KEMRI Standard

5.2.6 The KEMRI Batch Manufacturing Records shall be used in production of KEMRI products

5.2.7 In case of quality failure of the product, the vendor shall take full responsibility.

5.2.8 The quality of the raw and packaging materials that are used to manufacture KEMRI products must be approved by KEMRI on batch-to-batch and consignment to consignment basis. This includes approvals of all artworks for the packaging materials as well the specifications of the raw materials.

5.2.9 The product must be delivered at KEMRI headquarters.
Technical Requirements

1. Provide the evidence of your capacity to manufacture **stabilized premium formulation of sodium hypochlorite** as per the specifications.

2. Provide a list of qualification and experience of your key technical staff including

   2.21 The name and the registration number and current licenses of your company pharmacist, QA/C Head.
   2.22 The total number of personnel

3. Provide your capacity to provide the required manufacturing services including:
   3.21 Monthly and annual capacities
   3.22 QC capacity
SCHEDULE OF REQUIREMENTS AND PRICES

Kindly provide the unit price of production of: **TBcide 5L** for the next **one year**

<table>
<thead>
<tr>
<th>Item description</th>
<th>Store Keeping Unit</th>
<th>Unit of issue</th>
<th>Unit price</th>
<th>Total price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBcide™</td>
<td></td>
<td>5Litre</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer -----------------------------------------------

Note: In case of discrepancy between the unit price and total price, the unit price shall prevail.
SECTION VI - STANDARD FORMS OF CONTRACT

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this
________________________[Insert starting date of assignment], by and between
______________________________[insert Client's name] of [or whose
registered office is situated at]____________________________________________[insert
Client’s address](hereinafter called “the Client”) of the one part AND

____________________________________________ [Insert
Consultant's name] of [or
whose registered office is situated at]_____________________________________
[insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred
to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in
Appendix A, “Terms of Reference and Scope of Services,”
which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix

(iii) The Consultant shall submit to the Client the reports in the
form and within the time periods specified in Appendix C,
“Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period
commencing on________________ [Insert starting date] and continuing
through to________________ [Insert completion date], or any other
period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment A. Ceiling
For Services rendered pursuant to Appendix A, the Client
shall pay the Consultant an amount not to exceed___
________________________ [Insert amount]. This amount has been
established based on the understanding that it includes all of
the Consultant’s costs and profits as well as any tax
obligation that may be imposed on the Consultant.
B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs______________________ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs______________________ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs______________________ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs______________________ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. Project Administration

Coordinator

The Client designates [insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the (ii) assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any
employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not The Consultant agrees that during the term of this Contract and after its termination the Consultant and in certain Activities any entity affiliated with the Consultant 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.

9. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing The Contract shall be governed by the laws of Kenya and Contract and the language of the Contract shall be English Language.

12. Dispute Resolution Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party 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 by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name: ______________________________  Full name:______________________

Title: ______________________________  Title: ______________________________

Signature;_______________________________  Signature;____________________

Date;____________________________________  Date;_________________________

FOR THE CONSULTANT
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____________________
_____________________

To:__________

__________

__________

RE: Tender No. __________

Tender Name ________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

________________________________________________

________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   (FULL PARTICULARS)__________________________
   __________________________________________

SIGNED FOR ACCOUNTING OFFICER
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

**Part 1 – General:**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of business premises.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plot No.</th>
<th>Street/Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal Address</th>
<th>Tel No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
<td></td>
<td>E mail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nature of Business</th>
<th>Registration Certificate No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximum value of business which you can handle at any one time – Kshs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of your bankers</th>
<th>Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (a) – Sole Proprietor**

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nationality</th>
<th>Country of origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Citizenship details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (b) Partnership**

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Part 2 (c ) – Registered Company**

<table>
<thead>
<tr>
<th>Private or Public</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State the nominal and issued capital of company-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Kshs.</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Given details of all directors as follows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

| 5      |                     |                      |        |

<table>
<thead>
<tr>
<th>Date</th>
<th>Signature of Candidate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
PERFORMANCE SECURITY FORM

To ..................................................
[Name of procuring entity]

WHEREAS ....................................... [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. __________ [reference number of the contract] dated __________ 20 ______ to supply ............................................................. [description of goods] (hereinafter called “the Contract”).

AND WHEREAS

it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ......................... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ......................... [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _______ day of __________ 20 _______

Signed and seal of the Guarantors

_________________________________________________________________
[name of bank or financial institution]

_________________________________________________________________
[address]

_________________________________________________________________
[date]
ANTI CORRUPTION DECLARATION PLEDGE

I/WE (Name of the firm) declare that I/WE recognize that Public Procurement is based on a free and fair competitive Tendering process which should not be opened to abuse.

I/WE…………………… Declare that I/WE………………will not offer or facilitate directly or indirectly any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No………………………… for or in the subsequent performance of the contract. If I/WE/am/are successful

Signed by………………………………..

Chief Executive Officer or Authorized representative.