



MATER MISERICORDIAE HOSPITAL

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF CATERING ITEMS

TENDER No:MMH/GEN/21/18

Start Date: Thursday 13th May, 2021 at 12.00 Noon (EA Time)

**Closing Date: Wednesday 2nd June, 2021 at 10.00 A.M (EA
Time)**

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INTRODUCTION

The Mater Misericordiae Hospital invites bidders who are technically and financially capable to bid for the following category of goods.

- Dry Goods and Cutleries
- Vegetables
- Meat products and Eggs
- Milk products

SECTION I - INVITATION FOR TENDER

DATE OF NOTICE: TUESDAY 11TH MAY 2021

TENDER REF. NO. MMH/GEN/21/18

TENDER NAME: SUPPLY AND DELIVERY OF CATERING ITEMS.

- 1.1 The Mater Misericordiae Hospital invites sealed bids from eligible candidates for Supply and Delivery of Catering items for a period of Two Years.
- 1.2 Interested candidates can:
 - Obtain further information from and download the tender document from the Hospital's website www.materkenya.com/tender.
 - Interested eligible bidders can send their email addresses to tenders@materkenya.com to be invited to an online training on **Thursday 13th May 2021 at 10:00A.M.** Please send your email details before COB Wed. 12/05/2021
- 1.3 Tender documents shall be completed and submitted online through a portal available on our website www.materkenya.com/tender after successfully registering as a supplier and the receipt of a non-refundable fee of Kshs.3000/- per tender payable ONLY through the pay bill available on the portal and unique account number provided.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 In addition, invited tenderers must provide the following mandatory requirements as highlighted in the section 2.31 – The Appendix to Instructions to Tenderers ; (1) The Mandatory Requirements (2) Technical Requirements (3) Financial Proposal as per the Price Schedule
- 1.6 Deadline for completion and submission of bids is Wednesday 2nd June 2021 at 11:00 A.M
- 1.7 The tenderers' or their representatives are encouraged to witness the opening session, which shall be conducted virtually on Wednesday 2nd June 2021 at 10:00 AM

- 1.8 Mater Misericordiae Hospital is a Corruption free environment. Any Pressure, influence attempt should report to the Chief Executive Officer

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Mater Misericordiae Hospital's employees, committee members, council members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Mater Misericordiae Hospital to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Mater Misericordiae Hospital, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.3,000/=

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Service
 - (vi) Form of Tender

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Performance security Form
- (xi) Declaration Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify Mater Misericordiae Hospital by email at Mater Misericordiae Hospital's address indicated in the Invitation for tenders. The Mater Misericordiae Hospital will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by Mater Misericordiae Hospital. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 Mater Misericordiae Hospital shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, Mater Misericordiae Hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

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

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Mater Misericordiae Hospital, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Mater Misericordiae Hospital's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

No tender Security shall be provided for this tender

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Mater Misericordiae Hospital as non-responsive.

2.13.2 In exceptional circumstances, Mater Misericordiae Hospital may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall submit two price list that is in Excel and in PDF format with the latter signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
In the event of any discrepancy between them, the PDF format shall govern.

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

2.15. Deadline for Submission of Tenders

2.15.1 Tenders must be received electronically through the e-tendering portal by The Mater Misericordiae Hospital not later than Wednesday 2nd June 2021 at 10:00a.m.

2.16.1 Mater Misericordiae Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of Mater Misericordiae Hospital and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Mater Misericordiae Hospital prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The tenderers' or their representatives are encouraged to witness the opening session, which shall be conducted virtually on Wednesday 2nd June 2021 at 10:00 AM
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and such other details as Mater Misericordiae Hospital, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Mater Misericordiae Hospital will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders Mater Misericordiae Hospital may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Mater Misericordiae Hospital's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 Mater Misericordiae Hospital will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 Mater Misericordiae Hospital may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, Mater Misericordiae Hospital will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations Mater Misericordiae Hospital's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Mater Misericordiae Hospital and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, Mater Misericordiae Hospital will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 Mater Misericordiae Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Mater Misericordiae Hospital's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

Mater Misericordiae Hospital requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Mater Misericordiae Hospital's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Mater Misericordiae Hospital may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting Mater Misericordiae Hospital

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Mater Misericordiae Hospital on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Mater Misericordiae Hospital in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 Mater Misericordiae Hospital will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Mater Misericordiae Hospital deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Mater Misericordiae Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 Mater Misericordiae Hospital will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 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.

2.26. Mater Misericordiae Hospital's Right to accept or Reject any or all Tenders

2.26.1 Mater Misericordiae Hospital reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Mater Misericordiae Hospital's action. If Mater Misericordiae Hospital determines that none of the tenders is responsive, Mater Misericordiae Hospital shall notify each tenderer who submitted a tender.

2.26.2 Mater Misericordiae Hospital 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.

2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

2.27.1 Prior to the expiry of the period of tender validity, Mater Misericordiae Hospital will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Mater Misericordiae Hospital pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Mater Misericordiae Hospital will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as Mater Misericordiae Hospital notifies the successful tenderer that its tender has been accepted, Mater Misericordiae Hospital will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Mater Misericordiae Hospital.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Mater Misericordiae Hospital.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Mater Misericordiae Hospital may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 Mater Misericordiae Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 Mater Misericordiae Hospital will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

2.4 APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the Supply and Delivery of Foodstuffs (Dry Goods and Cutlery, Vegetables, Meat & Meat Products and Milk & Milk Products) shall complement, supplement, or amend, the provisions on the instructions to tenderers.

Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(I) Provisions of Appendix to instructions to Tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.4.1	<p>I. MANDATORY EVALUATION</p> <p>The invited tenderer must be eligible as required below and hence submit the following Mandatory documents;</p> <p>CONDITIONS TO BE MET BY TENDERER</p> <ul style="list-style-type: none"> (i) A copy of PIN Certificate (ii) A copy of valid Tax Compliance Certificate (iii) A copy of Certificate of Registration/Incorporation (iv) Must submit a copy of the Certified Audited Accounts for the last two years. (v) Stamped and signed Technical Proposal and Price Schedules (vi) Quality Certification from a reputable and qualified Regulatory certification body (where applicable) (vii) CR 12 document that is not older than 6 months (viii) Submit the following Forms under Section VI: <ul style="list-style-type: none"> ▪ Duly filled and signed Confidential Business Questionnaire ▪ Duly filled and signed Bidder's Declaration ▪ Duly filled and signed Integrity Pact ▪ Duly filled and signed Price Schedule Form ▪ Duly filled and signed Form of Tender.
2.4.2	For any clarifications related to the tender document please contact: tenders@materkenya.com Copy: vsoi@materkenya.com & emburu@materkenya.com
2.4.3	No Tender Security is required
2.4.4	<p>II. TECHNICAL EVALUATION CRITERIA</p> <p>Communicate your ability to work under the following terms.</p> <ul style="list-style-type: none"> • Monthly bulk LPO will be made by the Hospital and will be delivered partially as is specified by Chefs with consideration to storage availability and consumption pattern. Payment will be against invoices/deliveries received for the month.

	<ul style="list-style-type: none"> • The supplier will not supply in excess of issued LPO. A new LPO should be issue before supply. • Goods will be paid within 45days of invoicing. • Samples maybe requested from suppliers before being prequalified. • Give us advanced notification through writing of intended price increases at least 1 month prior to change to allow room for negotiations and steady supply flow. • Refer to the Meat Products specifications below. 	
	TECHNICAL EVALUATION CRITERIA	Comments
	<p>1. Compliance to specifications.</p> <p>(i) The Supplier should confirm in writing that deliveries will be made as per the specified descriptions, quality, dimensions and packaging</p> <p>(ii) The supplier should detail on the right of the client to return short expiry/slow moving items 3 months before expiry and issue credit note or exchange with longer shelf life items.</p> <p>(iii)Indicate your delivery time (lead time) of orders sent to you.</p> <p>(iv)Credit terms. Note that supplies are paid for after use with credit limit of 45 days</p> <p>(v) Value of business the firm can handle at once.</p>	Comply 100% with all the requirements
	<p>2. Experience. Brief company profile and list down at least reputable organizations with contact details that you have dealt with in the last three years</p> <p>I. Details of your clients</p> <p>II. Copies of LPO/LSOs, contract extract copies or award letter. Reference checks will be conducted.</p>	Comply 100% with all the requirements
2.22	To qualify at technical evaluation stage, tenderers must meet100% of the above technical requirement to proceed to financial evaluation	
	III. FINANCIAL EVALUATIONS	
2.22	The firm or firms that offer the most competitive bid may be subjected to negotiations prior to award	
Section IV	The winning tenderer will be required to comply with the Special condition of the Contract as highlighted in Section V. The performance Bond will be 10% of the tender price.	

MEAT PRODUCTS SPECIFICATIONS

ITEM CODE	DESCRIPTION	PURCHASE UNIT	SPECIFICATIONS
KTB009	BEEF BONES	KG	<p>Product name Beef Bones</p> <p>Description of product beef bone from Beef limps Size about 4-5cms</p> <p>Weight 5kgs</p> <p>Appearance To be fresh with bonne marrow of bloody stains</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number and raw product.</p> <p>Ingredients Fresh Beef bone.</p> <p>Shelf life 7 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of Contamination. Frozen at or below -18°C/Chilled at 0c.</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTB010	BEEF CUBES	KG	<p>Product name Succulent Beef Cubes</p> <p>Description of product Lean beef from Beef topside trimmed off fat and cut into cubes. Size about 1 inch square.</p> <p>Weight 2kgs</p> <p>Appearance To be free of bloody tissues, bone chips, discolorations and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin, Vet health marks, nutritional values, raw product</p> <p>Ingredients Fresh Beef</p> <p>Shelf life 7 months at -18°C./Chilled at 0c</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of Contamination. Frozen at or below -18°C./Chilled at 0c</p> <p>Certification Nema certification on packaging KEBS SM#. ISO, City council on meat transportation, Halal certification.</p>
KTB011	BEEF FILLET	KG	<p>Product name Beef fillet</p> <p>Description of product beef fillet trimmed</p> <p>Weight 1.4 – 1.8 kgs</p> <p>Appearance To be free of discoloration, bones, foreign matter and from objectionable odours.</p>

			<p>Packaging Primary packaging: Food grade polythene bags (material should be food grade), clean and free from any foreign matter, spillages, organic matter and offer protection from any contamination.</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin.</p> <p>Ingredients Fresh beef fillet.</p> <p>Shelf life 6 months at -18°C./Chilled at 0c.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°/Chilled 0c</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTB013	BEEF MINCED	KG	<p>Product name. Beef minced meat</p> <p>Description of product. Beef minced from topside trimmed off fat</p> <p>Weight 1kg</p> <p>Appearance To be free of bloody tissues, bone chips, discolorations and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin, Vet health marks, nutritional values, raw product</p> <p>Ingredients Fresh Beef</p> <p>Shelf life 7 months at -18°C./Chilled 0c.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of Contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. KEBS SM# ISO, City council on meat transportation, Halal certification.</p>
KTM018	BEEF OSSUMBUKO	KG	<p>Product name Fresh Beef Shank Cut on bonne</p> <p>Description of product. From Beef shanks cut into nice round disk sizes.</p> <p>Weight 1kg</p> <p>Appearance To be free of bloody tissues, bone chips, discolorations, spinal cord material and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin, KEBS, Vet health marks, nutritional values, raw product</p> <p>Ingredients Fresh Beef Shank</p> <p>Shelf life 7 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of Contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTB014	BEEF SAUSAGE	KG	<p>Product name Beef sausages.</p> <p>Description of product A combined fine blend of fresh beef meat and seasonings filled/stuffed into edible collagen casings (halal) to form of small tubular/cylindrical product.</p>

			<p>Physical parameters</p> <p>Weight 1kg of 22 sausages; 45g each.</p> <p>Appearance To be free of any discolouration, bone chips, foreign matter, objectionable odours</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, list of ingredients, Production date, Expiry date, Batch number, KEBS. Vet health marks, nutritional values, raw product, cooking instructions.</p> <p>Shelf life 7 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C/chilled at 0c.</p> <p>Certification Nema certification on packaging KEBS SM#. ISO, City council on meat transportation, Halal certification.</p>
KTB015	BEEF SIRLOIN STEAK	KG	<p>Product name Beef Loin.</p> <p>Description of product Lean beef from the long loin free excessive fat.</p> <p>Weight variable</p> <p>Appearance To be free of bloody tissues, bone chips, discolorations, spinal cord material and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin, KEBS SM#, Vet health marks, nutritional values, raw product</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTC013	CHICKEN SAUSAGE	KG	<p>Product name Chicken sausages.</p> <p>Description of product A combined fine blend of fresh chicken meat and seasonings filled/stuffed into edible collagen casings (halal) to form of small tubular/cylindrical product.</p> <p>Physical parameters</p> <p>Weight 1kg of 22 sausages; 45g each.</p> <p>Appearance To be free of any discolouration, bone chips, foreign matter, objectionable odours</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of manufacturer, net weight, Storage conditions, list of ingredients, Production date, Expiry date, Batch number, KEBS SM#, Vet health marks, nutritional values, raw product, cooking instructions.</p> <p>Shelf life 7 months at -18°C.</p>

			<p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO 9002:2008, City council on meat transportation, Halal certification.</p>
KTB002	COLLAR BACON (PORK)	KG	<p>Product name: Collar bacon</p> <p>Description of product : frozen collar bacon</p> <p>Package should be 1kg</p> <p>Appearance To be free of discoloration, foreign matter and from objectionable odors,</p> <p>Packaging: Primary packaging: Food grade polythene bags material should be food grade and clean and free from any foreign matter, spillages, organic matter and off from any contamination,</p> <p>Ingredients; pork, salt, sodium, phosphate dextrose, preservatives(sodium nitrite)Antioxidant(ascorbic acid)</p> <p>Raw meat product-Gluten free</p> <p>Frozen at 18°C</p>
KTK004	KIENYEJI CHICKEN	KG	<p>Product name Succulent Whole chicken</p> <p>Description of product, Un- feathered cleaned local chicken</p> <p>Weight 2.5kgs</p> <p>Appearance To be free of bloody stains and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin, KEBS SM#, Vet health marks, nutritional values, raw product</p> <p>Ingredients Fresh Local chicken.</p> <p>Shelf life 7 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of Contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO 9002:2008, City council on meat transportation, Halal certification.</p>
KTL002	LAMB BONELESS LEG	KG	<p>Product name Boneless lamb leg.</p> <p>Description of product Frozen boneless lamb leg chunk.</p> <p>Weight variable.</p> <p>Appearance To be free of discolouration, bone, foreign matter and from objectionable odours.</p> <p>Packaging Primary packaging: Food grade polythene bags (material should be food grade), clean and free from any foreign matter, spillages, organic matter and offer protection from any contamination. Package should be 5kg each.</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin.</p> <p>Ingredients Boneless lamb leg chunk.</p> <p>Shelf life 6 months at -18°C.</p>

			<p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTL003	LAMB CHOPS	KG	<p>Product name Lamb shoulder chops.</p> <p>Description of product Frozen lamb shoulder chops.</p> <p>Weight variable.</p> <p>Appearance To be free of discolouration, foreign matter and from objectionable odours.</p> <p>Packaging Primary packaging: Food grade polythene bags (material should be food grade), clean and free from any foreign matter, spillages, organic matter and offer protection from any contamination. Package should be 1kg each.</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin.</p> <p>Ingredients Lamb shoulder chops.</p> <p>Shelf life 6 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. KEBS SM# ISO, City council on meat transportation, Halal certification.</p>
KTM020	MATUMBO	KG	<p>Product name Beef tripe</p> <p>Description of product From fresh beef tripe and cut into pieces/cubes. Size about 1 inch square.</p> <p>Weight 1kg</p> <p>Appearance To be off dung, washed, bone chips, discolorations and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of processor, net weight, Storage conditions, Production date, Expiry date, Batch number, Country of origin, KEBS SM#, Vet health marks, nutritional values, raw product</p> <p>Ingredients Fresh Beef Tripes</p> <p>Shelf life 7 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of Contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTN018	NILE PERCH FILLET	KG	<p>Product name Nile Perch Fillet.</p> <p>Description of product Frozen Nile Perch fillets, skinless, boneless.</p> <p>Weight 6 kg boxes with variable weight of fillets.</p> <p>Appearance To be free of discoloration, bones, foreign matter and from objectionable odors.</p> <p>Packaging Primary packaging: Food grade wrappers (material should be food grade, clean and free from any foreign matter, spillages, organic</p>

			<p>matter and offer protection from any contamination. Secondary packaging: corrugated boxes of 6kg and individually labeled.</p> <p>Labeling Product name, Name and address of manufacturer, net weight, Storage, conditions, Production date, Expiry date, Batch number, Country of origin.</p> <p>Ingredients Fresh Nile Perch fillet.</p> <p>Shelf life 18 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen storage at or below -18°C.</p> <p>Certification Nema certification on packaging. KEBS SM# ISO, City council on meat transportation, Halal certification.</p>
KTO011	OX LIVER	KG	<p>Product name Ox liver</p> <p>Description of product Fresh ox liver.</p> <p>Weight variable (preferably 5kg chunks)</p> <p>Appearance To be free of bloody tissues, bone chips, discolorations, spinal cord material and any extraneous matter.</p> <p>Packaging Food grade polythene bag</p> <p>Labeling Product name, Name and address of manufacturer, net weight, Storage conditions, Production date, Expiry date, Batch number. KEBS SM#, Vet health marks, nutritional values, raw product</p> <p>Ingredients Fresh ox liver</p> <p>Shelf life 7 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging. ISO, City council on meat transportation, Halal certification.</p>
KTT006	TILAPIA FILLET	KG	<p>Product name Tilapia Fillet.</p> <p>Description of product Frozen Tilapia fillets, skinless, boneless.</p> <p>Weight 5kgs packs with variable weight of fillets.</p> <p>Appearance To be free of discolouration, bones, foreign matter and from objectionable odours.</p> <p>Packaging Primary packaging: Food grade wrappers (material should be food grade), clean and free from any foreign matter, spillages, organic matter and offer protection from any contamination. Secondary packaging: corrugated boxes of 5kg and individually labeled.</p> <p>Labeling Product name, Name and address of manufacturer, net weight, Storage Conditions, Production date, Expiry date, Batch number.</p> <p>Ingredients Fresh Tilapia fillet.</p> <p>Shelf life 18 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen storage at or below -18°C.</p> <p>Certification Nema certification on packaging KEBS SM#. ISO stands, City council on meat transportation, Halal certification.</p>

KTW009	WHOLE CAPON 1.2KG	KG	<p>Product name Whole Capon.</p> <p>Description of product Frozen whole capon.</p> <p>Weight variable (preferably 1.2kg per piece).</p> <p>Appearance White meat, pale in colour, To be free of discolouration, foreign matter and from objectionable odours.</p> <p>Packaging Primary packaging: Food grade polythene bags (material should be food grade), clean and free from any foreign matter, spillages, organic matter and offer protection from any contamination. Package should be per piece.</p> <p>Labeling Product name, Name and address of manufacturer, net weight, Storage conditions, Production date, Expiry date, Batch number.</p> <p>Ingredients Fresh chicken breast.</p> <p>Shelf life 6 months at -18°C.</p> <p>Storage /delivery Delivery vehicles to be clean, refrigerated, protected from risk of contamination. Frozen at or below -18°C.</p> <p>Certification Nema certification on packaging KEBS SM#. ISO, City council on meat transportation, Halal certification.</p>
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SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between Mater Misericordiae Hospital and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to Mater Misericordiae Hospital under the Contract.
- (d) “Mater Misericordiae Hospital” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without Mater Misericordiae Hospital's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Mater Misericordiae Hospital in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without Mater Misericordiae Hospital's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of Mater Misericordiae Hospital and shall be returned (all copies) to Mater Misericordiae Hospital on completion of the contract's or performance under the Contract if so required by Mater Misericordiae Hospital.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify Mater Misericordiae Hospital against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Mater Misericordiae Hospital the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to Mater Misericordiae Hospitals compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Mater Misericordiae Hospital and shall be in the form of a bank guarantee.
- 3.6.4 The performance security will be discharged by Mater Misericordiae Hospital and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by Mater Misericordiae Hospital in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by Mater Misericordiae Hospital, but not later than forty five (45) days after submission of an invoice.

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in Mater Misericordiae Hospital's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by Mater Misericordiae Hospital within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Mater Misericordiae Hospital's prior written consent.

3.11. Termination for Default

- 3.11.1 Mater Misericordiae Hospital may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
 - (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Mater Misericordiae Hospital.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of Mater Misericordiae Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event Mater Misericordiae Hospital terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to Mater Misericordiae Hospital for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 Mater Misericordiae Hospital may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Mater Misericordiae Hospital.

3.13. Termination for Convenience

3.13.1 Mater Misericordiae Hospital by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Mater Misericordiae Hospital may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 Mater Misericordiae Hospital and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If such informal negotiations both parties have been unable to resolve amicably either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE TENDERER

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.1.2 Applicable Law	The Laws of Kenya
4.1.3 Notices	Addressed to THE CHIEF EXECUTIVE OFFICER THE MATER MISERICORDIAE HOSPITAL P. O. BOX 30325 - 00100, <u>NAIROBI.</u> Email : ceo@materkenya.com
4.1.4 Performance Bond	The performance Bond will be 10% of the tender price.

SECTION V - SCHEDULE OF REQUIREMENTS

1.DRY GOODS & CUTLERIES PRICE SCHEDULE

ITEM CODE	DESCRIPTION	PURCHASE UNIT	ANNUAL CONSUMPTION	BRAND	MANUFACTURER	PACK SIZE	MMH FINAL DISCOUNTED PRICE KSHS (VAT INCLUSIVE)	CURRENT TRADE PRICE PER UNIT
BB01	BLUE BAND 500gm	PIECE	208					
CC006	COCOA 100 GRAMS	TIN	4704					
CC009	DRINKING CHOCOLATE 450G	TIN	2736					
CO004	COFFEE 50 GRAMS	BOX	2832					
CO006	COFFEE 100G	PIECE	500					
DD005	COCOA 320GMS	TIN	500					
H001	HOME D/ BISCUITS - 3KG	TIN	252					
KTA001	AJINO MOTO 454GM	PACKET	888					
KTA002	ALUMINIUM FOIL 45*90	ROLL	4920					
KTA007	ATTA MARK 2KG	BALE	8352					
KTA009	APRICOT JAM	KG	84					
KTB003	BAKED BEANS TINNED 420GM	TIN	744					
KTB004	BAKING FLOUR 2KG	BALE	43632					
KTB005	BAKING POWDER 500GM JAR	TIN	3024					
KTB018	BLACK OLIVE 340GM	TIN	72					
KTB019	BLACK PEPEER 500GM	PACKET	96					
KTB025	BROWN RICE	KG	2724					
KTB026	BROWN SUGAR	KG	1296					

KTB032	YELLOW BEANS	KG	7002				
KTC002	CARDAMON	PACKET	120				
KTC004	CASHW NUTS 500GM	PACKET	408				
KTC009	CHICK PEAS 400GMS	TIN	2964				
KTC016	CHILLI SAUCE 5LTS	BOTTLE	156				
KTC018	CINAMON POWDER 500G	PACKET	204				
KTC020	CLING FILM 30CM*300 ROLL	ROLL	8544				
KTC021	COCOA 320GM	TIN	948				
KTC022	COCONUT CREAM 400ML	TIN	4152				
KTC023	COCONUT MILK 400ML	TIN	4584				
KTC024	COFFEE SACHETS 1.6G	PIECE	99792				
KTC025	COOKING OIL 20LITRES	LITRES	1176				
KTC026	CORN FLAKES P/A 500GM	PACKET	7632				
KTC027	CORN FLOUR 440GM	PACKET	5184				
KTC029	CROMA BLUE BAND 10KG	BOX	3672				
KTC031	CUMMIN SEED 500GM	PACKET	12				
KTC032	CAKE BOX 14 X 14	PIECE	22				
KTC033	CAKE BOX 12 X 12	PIECE	17				
KTC034	THERMO ROLL	PIECE	6600				
KTC036	CHIVES	KG	2028				
KTD001	DARK CHOCOLATE 2.5KG	PIECE	204				
KTD003	DESSICATED COCONUT 500G	PACKET	288				
KTD005	DHARA JEERA 500GM	PACKET	60				
KTD007	DISPOSABLE SPOONS	PIECE	379800				
KTD009	DRY YEAST 500GM	PIECE	156				
KTD010	DRINKING STRAW PACKET	PACKET	1224				

KTD012	DRINKING CHOCOLATE 125GMS	TIN	144				
KTD013	DISPOSABLE PLATES 9"	PIECE	67992				
KTF001	FAMILIA UJI FLOUR WIMBI 1KG	BALE	13644				
KTF005	DISPOSABLE FORK	PIECE	31200				
KTG004	GINGER POWDER 100GM	PACKET	168				
KTG007	GREEN GRAM 1KG	PACKET	12336				
KTG008	GREEN OLIVES 340GM	TIN	204				
KTG010	GREESE PROOF PAPER PKT	PACKET	36300				
KTG011	GLUCOSE SYRUP 500G	TIN	24				
KTG012	GELATINE 500G	PACKET	12				
KTI001	ICING SUGAR 500GM	PACKET	1860				
KTK001	K NOW BEEF CUBE	PIECE	2100				
KTM002	MAIZE FLOUR 2KG X12 (PEMBE)	BALE	27072				
KTM005	MARMALADANE JAM 20*100S	BOX	852				
KTM006	MATCH BOXES 1*10	BOX	756				
KTM008	MAYONNAISE 946ML	TIN	3036				
KTM012	MILO 400GM	TIN	13344				
KTM015	MIXED PEELS 500G	PACKET	936				
KTM019	MIMETIC	KG	132				
KTM024	MILO (SATCHET) 10GM	PIECE	401				
KTN019	NJAHU 1KG	PKT	9252				
KTO001	OIL ESSENCE	PIECE	12				
KTO002	OLIVE OIL 1LTR	BOTTLE	168				
KTO009	OREGANO 500GM	PACKET	12				
KTO012	OYESTER SAUCE YOWE 510ML	BOTTLE	2868				
KTP002	PARPRIKA POWDER 500GM	PACKET	12				

KTP005	PASTA FUSILI 500	PACKET	3000					
KTP010	PET SODA 500ML *24	BOTTLE	58440					
KTP011	PILAU MASALA 100GM	TIN	612					
KTP014	PORRIDGE OATS KG	PACKET	2940					
KTP017	PET SODA (MWALA) 350ML	BOTTLE	34848					
KTP018	PLASTIC DISPOSABLE GLASSES	PACKET	2712					
KTP022	TEA/COFFEE CUPS 250ML	PIECE	6500					
KTS001	SALT 1KG	PACKET	17760					
KTS002	SALT SATCHETS 1000S	BOX	1464					
KTS004	SODA BI-CARBONATE 100GM	PACKET	7584					
KTS005	SOY SAUCE DARK 500ML	BOTTLE	2976					
KTS006	SPAGHETTI 500G	PACKET	5220					
KTS009	STRAWBERRY JAM 20*100	BOX	888					
KTS012	SUGAR SATCHETS 1000S	BOX	3072					
KTS014	SULTANAS	PACKET	1728					
KTS016	SWEET CORN 400GM	TIN	960					
KTS019	SUFURIA SCRUBBER	PIECES	8760					
KTT001	TAKE AWAY CONTAINERS500ML	PIECE	78600					
KTT007	TOMATO KETCHUP 300GMS	PIECE	18					
KTT009	TOMATO SACHETS	BOX	252					
KTT010	TOMATO SAUCE 5LTR	LITRES	1620					
KTT012	TOOTH PICKS 100S	BOX	14316					
KTT013	TUMERIC POWDER 500G	PACKET	252					
KTT019	TOMATO PASTE 3.3KG (ZESTA)	TIN	2880					
KTV002	VANNILLA ESSENSE 500ML	PIECE	900					
KTV003	VEGETABLECOOKINGFAT10KG	BOX	4248					

KTW003	WEETABIX 450GM	PACKET	5304				
KTW004	WHIPPING CREAM 1LITRE	PACKET	1812				
KTW005	WHITE CHOCOLATE 2.5KG	TIN	60				
KTW006	WHITE PEPPER 500G	PACKET	516				
KTW007	WHITE PISHORI RICE 156*24	KG	210888				
KTW008	WHITE VINEGAR 700ML	BOTTLE	1956				
KTY001	YELLOW LENTIS 1KG	TIN	2544				
M068	MILK POWDER 500GMS	TIN	2208				
MI004	MILO 400GMS	TIN	1032				
P001	POWDER MILK 500GMS	TIN	1584				
SU007	SUGAR 1KG	PACKET	155340				
TB011	TAG & ENVELOPED TEA BAGS 50PCS	CARTON	2364				
TB011A	TAG & ENVELOPED TEA BAGS 100PC	CARTON	12636				
WB001	WESCOBEE HONEY 500G	PIECE	2052				
KTC037	CAKE BASE 12X12	PIECE	17				
KTC038	CAKE BASE 10X10	PIECE	14				
KTC039	CAKE BASE 14X14	PIECE	22				
KTC040	COW PEAS	KG	633				
KTC041	CAKE BOX 10X10	PIECE	14				
KTK005	KIDNEY BEANS RED	IKG	702				
KTK006	KAMANDE PEAS	IKG	819				
KTP001	PANEER CHEESE	KG	15				
KTP023	PASTRY MAGARINE	10KG	17				
KTR004	ROSE COCO BEANS 1KG	PACKET	542				
KTS020	STRAWBERRY JAM 1KG	IKG	718				

II. LIQUID AND BEVERAGES PRICE SCHEDULE

ITEM CODE	DESCRIPTION	PURCHASE UNIT	ANNUAL CONSUMPTION	BRAND	MANUFACTURER	PACK SIZE	MMH FINAL DISCOUNTED PRICE KSHS (VAT INCLUSIVE)	CURRENT TRADE PRICE PER UNIT
MW002	MINERAL WATER 0.5 LITRES	CARTON	259896					
PP001	PICK AND PEEL 1 LITRE	PACKET	89280					
KTJ002	PICK AND PEEL 250ML	PACKET	1152					
KTB020	BOTTLE SODA 300ML	BOTTLE	114876					
KTP017	PET SODA (MWALA) 350ML	BOTTLE	1152					
KTP010	PET SODA 500ML*24	BOTTLE	6624					

III. MILK PRODUCTS PRICE SCHEDULE

ITEM CODE	DESCRIPTION	PURCHASE UNIT	ANNUAL CONSUMPTION	BRAND	MANUFACTURER	PACK SIZE	MMH FINAL DISCOUNTED PRICE KSHS (VAT INCLUSIVE)	CURRENT TRADE PRICE PER UNIT
KTM023	MILK POUCH 20LTRS	PIECE	50004					
KTF004	FRUSION YOGHURT	PCS	183024					

KTL009	LYONS MAID ICE CREAM	PCS	23400					
KTM009	MILK 500ML	PKT	213240					
KTM016	MOZZARELLA CHEESE	KG	456					
KTO007	OOH ICE CREAM (80ML) CUP	PCS	59016					
KTL008	LOW FAT MILK 250ML	PACKET	32832					

IV.FRUITS & VEGETABLES

ITEM CODE	DESCRIPTION	PURCHASE UNIT	ANNUAL CONSUMPTION	BRAND	MANUFACTURER	PACK SIZE	MMH FINAL DISCOUNTED PRICE KSHS (VAT INCLUSIVE)	CURRENT TRADE PRICE PER UNIT
KTA005	APPLES RED AND GREEN	KG	15780					
KTA006	ARROW ROOTS	KG	22728					
KTA008	AVOCADO	PCS	1416					
KTB001	BABY MARROW	KG	38268					
KTB006	BANANA	KG	124464					
KTB007	BASIL	PCS	648					
KTB016	BEETROOT	KG	540					
KTB022	BROCCOLI	KG	20676					
KTC001	CABBAGE	KG	141684					
KTC003	CARROT	KG	85092					
KTC005	CAULIFLOWER	KG	20976					
KTC006	CELERY	KG	9048					
KTC017	CHINESE CABBAGE	KG	9948					
KTC030	CUCUMBER	KG	2484					
KTD004	DHANIA	PCS	94776					

KTD006	DILL	PS	2352				
KTE001	EGG PLANT	KG	1392				
KTF003	FRENCH BEANS	KG	12396				
KTG001	GARDEN PEAS	KG	28716				
KTG002	GARLIC IMPORTED	KG	2688				
KTG003	GINGER	KG	2376				
KTG005	GRAPES IMPOTED RED	PKT	7200				
KTG006	GREEN CHILLIES	KG	624				
KTG009	GREEN PEPPER	KG	8652				
KTK003	KAHURURA	KG	35904				
KTL001	LADY FINGER/OKRA	KG	600				
KTL005	LEEKES	KG	10656				
KTL006	LEMONS	KG	3720				
KTL007	LETTUCE	KG	3780				
KTM001	MAIZE	KG	0				
KTM003	MAIZE SHEELED	KG	22980				
KTM004	MANAGU	PCS	18888				
KTM007	MATOKE	KG	47340				
KTM013	MINT LEAVES	KG	1764				
KTM017	MUSHROOMS	PKT	3900				
KTO004	ONION RED	KG	66288				
KTP003	PARSLEY	KG	324				
KTP004	PASSION BLACK	KG	2436				
KTP007	PAWPAW	KG	92424				
KTP019	PEARS	KG	2724				
KTP012	PINEAPPLES	KG	72600				
KTP015	POTATO WHOLE SELECTED FORCHIPS	KG	646512				
KTP016	PUMPKIN	KG	5568				
KTR002	RED PEPPER	KG	7080				

KTR005	ROSEMARY	KG	9396					
KTS003	SNOW PEAS	KG	1896					
KTS007	SPINACH	KG	137424					
KTS008	STRAWBERRIES	KG	2316					
KTS013	SUKUMA WIKI	KG	56940					
KTS017	SWEET MELON	KG	19920					
KTS018	SWEET POTATO	KG	25812					
KTT003	TERERE	KG	15516					
KTT011	TOMATOES	KG	122988					
KTW002	WATER MELON	KG	161880					
KTY002	YELLOW PEPPER	KG	7164					
KTR001	RED CHERRIES	PACKET	52					

V.MEAT PRODUCTS & EGGS

ITEM CODE	DESCRIPTION	PURCHASE UNIT	ANNUAL CONSUMPTION	BRAND	MANUFACTURER	PACK SIZE	MMH FINAL DISCOUNTED PRICE KSHS (VAT INCLUSIVE)	CURRENT TRADE PRICE PER UNIT
KTB009	BEEF BONES	KG	780					
KTB010	BEEF CUBES	KG	106932					
KTB011	BEEF FILLET	KG	13428					
KTB013	BEEF MINCED	KG	18144					
KTM018	BEEF OSSUMBUKO	KG	31344					
KTB014	BEEF SAUSAGE	KG	42576					
KTB015	BEEF SIRLOIN STEAK	KG	10776					
KTC013	CHICKEN SAUSAGE	KG	8212					
KTB002	COLLAR BACON (PORK)	KG	4440					
KTK004	KIENYEJI CHICKEN	KG	648					
KTL002	LAMB BONELESS LEG	KG	7128					
KTL003	LAMB CHOPS	KG	47496					
KTM020	MATUMBO	KG	15048					
KTN018	NILE PERCH FILLET	KG	39372					
KTO011	OX LIVER	KG	144					
KTT006	TILAPIA FILLET	KG	54084					
KTW009	WHOLE CAPON 1.2KG	KG	58356					
KTE002	EGGS(TRAY)	PIECE	412620					

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.
4. **Bidders Declaration Pact-** This form must be completed by the tenderer and submitted with the tender documents.
5. **Integrity Pact -** This form must be completed by the tenderer and submitted with the tender documents.
6. **Performance security Form -** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to Mater Misericordiae Hospital.

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the units prices rates in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by
.....(*Procuring entity*).

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Confidential Business Questionnaire

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

PART 1. Whichever applies to your type of business

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

Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No.

Fax Email

Nature of business

Registration Certificate No.

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

Kes.

Name of your bankers Branch

PART 2(a) – Sole Proprietor:

Your name in full, Age

Nationality Country of origin

Citizenship details.....

PART 2(B) – Partnership

Give details of partners as follows

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

PART 2(C) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kes... ..

Issued Kes.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.

- 4.
- 5.

Date.....

Signature of Tenderer
(Authorized Signatory)

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

BIDDER'S DECLARATION

We/I the undersigned, in the capacity of
..... for *[Name of the company/firm/individual]* certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Signature: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____
-----all personnel of _____
and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Mater Misericordiae Hospital (herein referred to as Mater Misericordiae Hospital) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by Mater Misericordiae Hospital for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.

2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by Mater Misericordiae Hospital for a period of two (2) years. If proven as a fact that we have offered bribes to Mater Misericordiae Hospital or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by Mater Misericordiae Hospital for a period of two (2) years. If proven that we have offered bribes to Mater Misericordiae Hospital or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by Mater Misericordiae Hospital for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a Mater Misericordiae Hospital official regarding a bid, or concluding or execution of a

contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.

4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and Mater Misericordiae Hospital, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, Mater Misericordiae Hospital to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
6. The bidder authorizes Mater Misericordiae Hospital, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____
Stamp of the firm/company:

PERFORMANCE SECURITY FORM

To:
[Name of Mater Misericordiae Hospital]

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 Security services] (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 a 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 figures], 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 of money within the limits of [Amount of guarantee] as aforesaid, without your 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 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Security Company)