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MINISTRY OF HEALTH

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County Health Services
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KISII TEACHING & REFERRAL HOSPITAL

P.O BOX 92 KISII

REPAIR AND GENERAL RENOVATION OF THEATRE AND MATERNITY AT KISII TEACHING AND REFERRAL HOSPITAL

TENDER NO

KTRH/ME/GRT/14/2017-2018

**ALL TENDERERS ARE ADVISED TO READ
CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING BID**

A. Tender Submission Format – Non financial & financial proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderer shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided	Official Use only
1	Submission of tender document: Hard copy document		
2	A Copy of Certificate of Registration /incorporation		
3	Copy of Valid Tax Compliance Certificate		
4	Evidence of past experience		
5	Confidential Business Questionnaire Fully filled		
6	Dully filled form of tender		
7	Curriculum vitae for the technical persons		
8	Copy of registration certificate for either youth, women or persons with disabilities		
9	Certified recommendation letter from a reputable financial organization or certified bank statements		

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.

SECTION I – INVITATION TO TENDER

TENDER REF NO: KTRH/ME/GRT/14/2017-2018

**TENDER NAME: REPAIR AND GENERAL RENOVATION OF THEATRE AND
MATERNITY**

- 1.1 The KTRH invites sealed tenders from eligible candidates for Repair and general renovation of theatre and maternity.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the KTRH Procurement office during normal working hours.
- 1.3 A complete tender document may be obtained by interested candidates at Kisii Teaching & Referral Hospital free of charge
- 1.4 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 90 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the entrance of the CHIEF EXECUTIVE OFFICER'S OFFICE at the KISII TEACHING & REFERRAL HOSPITAL or be addressed and posted to

THE CHIEF EXECUTIVE OFFICER

THE KISII TEACHING AND REFERRAL HOSPITAL

P.O BOX 92-40200

KISII

To be received on or before **Friday, 12th January, 2018 at 10.00 AM**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **The Kisii Teaching and Referral Hospital Conference Hall**

For

SUPPLY CHAIN MANAGEMENT OFFICER

KISII TEACHING & REFERRAL HOSPITAL

REGISTRATION FORM FOR ONLINE TENDERERS/BIDDERS/SUPPLIERS

Tender No.: KTRH/ME/GRT/14/2017-2018

Tender Description: Repair and General Renovations of theatre and maternity at Kisii Teaching and Referral Hospital

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

Name of the firm.....

Postal Address.....

Telephone Contacts.....

Company email address.....

Contact Person:.....

Physical address.....

(Building, street, room number, town etc.)

Once completed please submit this form to the email below;

procurement@ktrh.or.ke

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 KTRH's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 the KTRH 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 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 KTRH, 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 not exceed
Kshs.5,000/=
- 2.2.3 The KTRH shall allow the tenderer to review the tender document free of charge.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- 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) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturer's authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the KTRH in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KTRH will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the KTRH. 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 prospective tenderers who have received the tender documents"

2.4.2. The KTRH 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 documents

2.5.1. At any time prior to the deadline for submission of tenders, the KTRH, 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 an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or 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, the KTRH, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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 the KTRH, 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

The tender prepared by the tenderer shall comprise the following Components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

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

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

2.9.6 Price variation requests shall be processed by the KTRH within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the KTRH against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KTRH as non-responsive, pursuant to paragraph

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the KTRH.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the KTRH on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the KTRH, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KTRH as nonresponsive.

2.13.2 In exceptional circumstances, the KTRH 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the KTRH at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Friday, 12th January, 2018 at 10.00AM**"

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KTRH will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the KTRH at the address specified under paragraph 2.15.2 no later than **Friday, 12th January, 2018 at 10.00AM**

2.16.2 The KTRH may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KTRH and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the KTRH as provided for in the appendix.

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 tender's is received by the KTRH prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, postmarked not 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 expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The KTRH 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.

2.18 Opening of Tenders

2.18.1 The KTRH will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 AM Friday, 12th January, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The KTRH will prepare minutes of the tender opening which will be submitted to the 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 the KTRH 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 shall be sought, offered, or permitted.

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The KTRH will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The KTRH may waive any minor informality or nonconformity 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 23, the KTRH will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KTRH'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 the KTRH and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the KTRH 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 The KTRH will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The KTRH'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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The KTRH 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 the KTRH'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 a 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. The KTRH may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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.

2.23. Contacting **the KTRH**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the KTRH 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 the KTRH in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the KTRH will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's 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 2.1.2, as well as such other information as the KTRH 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 the KTRH will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the KTRH 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.

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

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the KTRH will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KTRH pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KTRH will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the KTRH.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the KTRH, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KTRH.

2.27.2 Failure of 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 the KTRH may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The KTRH 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.

2.28.2 The KTRH 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the KTRH in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement.
2. The KTRH should specify in the appendix information and requirements specific to the circumstances of the KTRH, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers.
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of 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

TENDER EVALUATION CRITERIA

(a) Tender Evaluation Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and Suitability of the Bid. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

1.1 Stage I – Mandatory Requirements

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

- a) Certificate of Registration/Incorporation (*Applicable to all Bidders*)
- b) Valid Registration with **National Construction Authority (NCA)** building works - (*Applicable to all Bidders*)
- c) Valid copy of Tax Compliance Certificate - (*Applicable to all Bidders*)
- d) Duly Signed Anti-Corruption declaration form - (*Applicable to all Bidders*)
- e) Duly signed non-Debarment declaration form - (*Applicable to all Bidders*)
- f) Duly signed form of Tender and confidential business questionnaire - (*Applicable to all Bidders*)
- g) Valid copy of youth or women or persons with disability certificate - (*Applicable to all Bidders*)

A tenderer who fails to meet the mandatory requirements shall be disqualified from further evaluation.

STAGE 2: TECHNICAL EVALUATION

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.2 of Instruction to tenderers, the tenderers shall be required; To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;

1.2 Stage II -Technical Evaluation

The award of points considered in this section shall be as shown below:

PARAMETER	MAXIMUM POINTS
(i) Presentation of Bid document -----	2
(ii) Key personnel -----	18
(iii) Contract Completed in the last Ten (10) years -----	16
(iv) Servicing, supply and maintenance of equipments-----	10
(v) Schedules of on-going projects -----	3
(vi) Schedules of contractors equipment -----	17
(vii) Audited Financial Report for the last 3 years -----	5
(viii) Evidence of Financial Resources -----	14
(ix) Name, Address and Telephone of Banks (Contractor to provide) ----	3
(x) Litigation History -----	2
TOTAL	90

A bidder scoring less than 50% shall not be considered technically responsive and therefore shall not be considered for financial evaluation.

The detailed scoring plan shall be as shown in table 1.

The detailed scoring plan shall be as shown in table 1 below: -stage II: Technical Evaluation

Item	Description	Raw Points Scored	Max. Point
1	Presentation and response (This includes binding the documents, neat presentation, separation and arrangement of requested information and general response to all requirements)		2
2	1No. degree holder of key personnel in building works <input type="checkbox"/> With over 5 years relevant experience----- 4 <input type="checkbox"/> With under 5 years relevant experience ----- 2	6	18
	1No.diploma holders of key personnel in Biomedical Engineering <input type="checkbox"/> With over 5 years relevant experience----- 4 <input type="checkbox"/> With under 5 years relevant experience ----- 2	6	
	1 No certificate holder of key personnel in relevant field <input type="checkbox"/> With over 5 years relevant experience ----- 4 <input type="checkbox"/> With under 5 years relevant experience -----2	6	
3	Contract completed in the last 10 (ten) years. <u>Provide Evidence</u>		

	Construction - 2 projects of similar nature/ complexity and magnitude construction - Maximum - 16 marks (a) Above Kshs.10. Million (8 marks for each project) (b) Kshs 5 Million - 9Million(5 marks for each project) (c) Kshs 0 Million – 4Million – (3 mark for each project)		16
4	2 No; Servicing, supply and maintenance of medical equipments. Provide evidence of completed projects		10
5	On-going projects and their values Provide Evidence		3
6	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease) a)Relevant Transport <input type="checkbox"/> Truck 1No. (4Mks) <input type="checkbox"/> Pickup 1No. (2mks) b) Equipment's/tools <input type="checkbox"/> Welding machine 1No. (3Mks) <input type="checkbox"/> PPRC welding machine 1No. (4 Mks) <input type="checkbox"/> Drilling tools 1No. Sets (2mks) <input type="checkbox"/> General maintenance tool kit 1No. Sets (2mks)		17
7	Financial report a)Audited financial report (last three (3) years) <input type="checkbox"/> Provide Audited Accounts for 2016, 2015, 2014 (5 Mks)		5
8	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility, etc) <input type="checkbox"/> Annual turn – over to be equal to the expected turn – over of the project--- -----5 <input type="checkbox"/> Current bank statement for the last 6 months-----6 <input type="checkbox"/> Recommendation letter from the bank-----3 <input type="checkbox"/> Has not indicated sources of financial resources ----- 0		14
9	Name, Address and Telephone of Banks		3
10	Litigation History <input type="checkbox"/> Duly Filled ----- 2 <input type="checkbox"/> Not filled ----- 0		2
	TOTAL		90

*Monthly Cash Flow =Tender Sum/Contract Period

A bidder must score at least 75% total marks to qualify for further evaluation. The Technical Score will be weighted to 70.

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation, a detailed financial evaluation shall follow.

The evaluation shall be in three stages

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

A) Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. Corrected tender sum less P.C; and Provisional Sums);
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

B) Comparison of rates

Items that are under priced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules. The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

FINANCIAL EVALUATION

The Tenderers who qualify under Technical Evaluation will have their Financial Bid evaluated and the lowest responsive bid submitted after analysis shall have their tender considered for award.

***NOTES ON EVALUATION PROCESS:-**

1. For Foreign Candidates please give the VAT Registration Certificate or its equivalent in the country of Candidate or a statement from the tax authorities in the Candidate's country of origin indicating that such certificate or its equivalent is not issued.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the KTRH 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 contractor including materials and incidentals which the tenderer is required to provide to the KTRH under the Contract.
- d) "The KTRH" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right's

The tenderer shall indemnify the KTRH 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

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KTRH the

performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the KTRH as 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 the KTRH and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority. d) Letter of credit.

3.6.4 The performance security will be discharged by the KTRH and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The KTRH or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KTRH shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KTRH.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the KTRH may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KTRH.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged 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 by the tenderer in its tender or in the KTRH's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KTRH's prior written consent.

3.10 **Termination for Default**

The KTRH may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KTRH.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the KTRH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the KTRH 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 undelivered, and the tenderer shall be liable to the KTRH for any excess costs for such similar services.

3.12 **Termination of insolvency**

The KTRH may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KTRH.

3.13 **Termination for convenience**

3.13.1 The KTRH 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 KTRH 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 the KTRH may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The KTRH's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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 Force Majeure

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.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the KTRH in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the KTRH and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complements provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be Incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of **KTRH** and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
- (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the KTRH without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

**SECTION V: PRICE SCHEDULE FOR REPAIR AND GENERAL RENOVATION OF
THEATRE AND MATERNITY**

NO	TECHNICAL DESCRIPTION	QUANTITY	RATE	TOTAL COST
	Required to remove old fittings supply, deliver and install infra red light for theater sterilization process of theater rooms	12 sets		
	Remove broken glasses for main door and replace with new one of 10mm wed mesh embedded in aluminum frame including replacement of hinges and door control mechanism approximate size 8 by 12 feet	1 pc		
	Routine maintenance, Servicing and Repair of mobile theater lights and delivery examinations lights by replacing blown bulbs 24volts 100watts, batteries, internal wiring and general repairs including testing and commissioning of the same	6 pcs		
	Perform maintenance and repair works on both the mobile surgical suction machines with its accessories and piped vacuum system	5 pcs		
	Supply deliver and do replacement of standard electrical accessories for lighting –general type of lights	105 pcs		
	<p>AIR HANDLING UNIT (DOUBLE SKIN TYPE) central type</p> <ul style="list-style-type: none"> • The air-handling units are of double skin construction, draw-thru type comprising of various sections such as Pre-filter section, coil section. Units must be able to work satisfactorily in exposed atmospheric conditions. • The unit should have tubular heater of 3 to 4 KW range with SS Jacket construction. <p>Casing:</p> <ul style="list-style-type: none"> • Double skinned panels are fabricated with anodized extruded aluminum extrusion frame work bolted together with sandwich panel having powder coated 0.70mm sheet for outer skin and plain GP 0.63 mm sheet for inner skin. 43 mm thick PUF insulation material is injected between the two panels (with U value no greater than 0.85W / m² / K) 	1 set		

- The entire frame duly painted is mounted on sheet steel channel based.
- The panels are sealed to the framework by heavy-duty 'O' ring gaskets held captive in the framed extrusion.
- All panels are detachable or hinged. Hinges are made of die cast aluminium with stainless steel pivots, handles are made of hard nylon and be operational from both inside and outside of the unit.
- All fixing and gaskets shall be concealed.

Motor and drive:

- Fan motors are highly efficient and work on $440 \pm 10\%$ volts, 50 cycles, three phase with explosion proof type with class F installation, with IP 55 protection. Motors are easily designed for quiet operation and motor speed does not exceed 1440 rpm.
- Drive to fan is provided through belt-drive arrangement. Belts are of the oil-resistant type.

Fan:

- Fans are of centrifugal type, conforming to AMCA 210 and are double width, double inlet with forward-inclined airfoil blades, specially designed and suitable for the required operating pressure.
- Fan casing are made from galvanized steel sheet. Fan shaft is grounded C 40 carbon steel and supported in self-aligning plumber block operating less than 75% of first critical speed, grease lubricated bearings.

Cooling Units

- DX coils have 12.5 to 15mm dia tubes minimum 24G thick with sine wave aluminium fins firmly bonded to copper tubes assembled in zinc coated steel frame. Face and surfaces areas are such as to ensure rated capacity from each unit and such that the air velocity across the coil does not exceed 150 meters per minutes.
- Each coil is factory tested at 21-kg/M² air pressures under water.

	<ul style="list-style-type: none"> • Tube is hydraulically / mechanically expanded for minimum thermal contact resistant with fins. Fin spacing is 4-5 fins per cm. 			
	<p>Surgical Scrub Sink</p> <ul style="list-style-type: none"> • Compact surgical scrub sink should be designed for use in OT complex providing Surgeons with a convenient sink for pre – OT scrub up where high hygienic standards are to be maintained. • Each fixture should be fabricated from heavy gauge type 304 stainless steel and should be seamless welded construction, polished to a stain finish. Or equivalent quality • It should be free standing sink with all mounted possibility, having a depth of 300mm • The scrub sink should be provided with a front access panel which should be easily removed for access to the water controlled valve, waste connections, stoppers and strainers. • Hands free operation should include infra red sensors with built-in range of adjustment. Thermostatic mixing, valve control should be located behind the access panel and maintain constant water temperature. • User defined setting of 1 to 3 min are available. • This timing should be adjustable to meet individual application requirements. Provided with infrared sensors, thermostatic control taps with fail safe temperature controls. • All units should have reduced anti- splash fronts. Foot operated switch should be there. The scrub should have 1/2 or 3 tap outlets. 	2 sets		
	<p>Conductive Flooring</p> <p>Remove depleted flooring sheet and put new Flooring seamless with perfectly curved flash-covings, resistance to mechanical stress and dynamic loads and having ESD / EMI (conductive) protection characteristics, 2mm thick, washable vinyl rubber sheet</p>	1234 sqm		
	<p>Epoxy paint</p> <p>Do all painting of medical standard by Filling of all Joints and Cavities with Metallic Epoxy filler and</p>	3998 sqm		

	sanded flush to provide a joint less finish and then sprayed with a water based liquid plastic aseptic and self - sterilizing wall coating system to a d.f.t of 300 microns with primer.			
	Pressure Stabilizer Cascade Pressure Stabilizer having multi 304 graded stainless steel blades to control room air pressure Cascade pressure stabilizers should be a range of multi bladed units specifically designed to prevent contamination of air from clean and dirty areas also control room air pressures in critical areas, such as operating theatre suites.	4 sets		
	Laminar Airflow Ceiling System Planair Ceiling constructed out of 2 mm thick extruded aluminum sheet of size 2400 x 2400 mm having 12 nos of hepa filters. The hepa filters having dust spot efficiency of 99.99% 0.3 micron. With down side perforated sheet AL/SS support for clean air.	12 pcs		
	Standard routine ,maintenance, Servicing and repair of Anesthetic machines including calibration and replacement of any worn out parts .the procedure include the monitoring system, gas pipes, safety interlocks and general maintenance procedures Testing and handing over	3 pcs		
	Perform routine maintenance procedures as stipulated in the manufactures maintenance and technical manual for patient vital sign monitor machines and test it.	8 pcs		
	One touch toilet set White colored ceramic twyford classic English type w.c suite comprising of a 9 litre ceramic —one press touch flushing —cistern flush pipe, —p or —S trap and seating pan and over	3 sets		
	Wash hand basin Vitreous —twyford classic 56cm wash hand basin, complete with 2 pairs 12mm diameter Aztec pillar taps, wall support ref No. SR 1319xx AND 32mm diameter wastes chain and out - go plug	4 pcs		

	<p>Wash hand sink basin Vitreous —twyford classic standard wash hand sink basin for medical use, complete with 2 pairs 12mm diameter Aztec pillar taps, wall support ref No. SR 1319xx AND 32mm diameter wastes chain and out - go plug</p>	4 pcs		
	<p>Remove old sluice sink, supply, and delivery and install new one with accessories of equivalent. For medical use</p>	5 pcs		
	<p>Supply and deliver flash valves for toilets and accessories for standard toilets</p>	6 sets		
	<p>Remove existing vinyl rubber and replace with ceramic tiles of best recommended quality on cement secrete with hardener well prepared to form uniform floor and easy to clean</p>	1877 sqm		
	<p>Provide general painting works and fillings of open cavities on the walls by use of epoxy filler material. Paint works should be easy to clean and non conductive of static electricity.</p>	2336 sqm		
	<p>Extract fan high efficiency</p> <ul style="list-style-type: none"> • Inline axial fan capable of extracting 1.5m³/s of air against 250Pa static pressure. • The fan will run at a maximum speed of 1200 revolutions per minute and be driven by an electric motor The fan shall be installed complete with roof cowl, plenum box and adaptor, base support with acoustic up stand, duct flange, sealing frame, inlet and bird guards and isolators in accordance with the manufacturer 'sprinted instructions. • To be as brand S&P model or equal and approved. • Allow for fixing of fan, sealing and water proofing of the exit area of duct through the roof. • Anti-vibrations mounting to isolate vibrations between the fan and there of structure shall be able to withstand a load range of up to 57Kgper mounting and shall be as “WOODS” part No. 76518 or equal and approved. 	6 sets		

	<ul style="list-style-type: none"> • Splash proof control panel manufactured from 1.2mm thick sheet with stove enamel finish and clear perplex front cover. • The panel shall incorporate isolator contactor phase failure relay, motor starter, overload relay and overheat safety control and fuses. • Electrical works including but not limited to wiring and conduits to both kitchen extract fans and control panels from local isolators provided by others. <p>It shall include a push and turn safety switch near the fan for isolation during servicing and maintenance</p>			
	Provide Kenya shillings two hundred and sixty thousand for repair of curtain and its accessories, repair of hospital furniture and cabinets for theater and maternity	item		
	Allow Kenya shillings three hundred and forty four for repairs on existing sterilizing equipments and accessories including small autoclaves and other general maintenance works	item		
	SUB TOTAL			
	ADD VAT			
	TOTAL COST			

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the KTRH pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the KTRH in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the KTRH and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Declaration of undertaking (Integrity Statement)
10. Memorandum (Format)
11. Non – Debarment Declaration
12. Supplier Data Record
13. Declaration By the Applicant

FORM OF TENDER

Date _____

Tender No. _____

To: _____

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 service, repair, supply, deliver, install and commission

.....
(Insert equipment description) in conformity with the said tender documents for the sum of

.....
(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver 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 *KTRH*

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 _____

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the KTRH”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the KTRH invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; An
 - (f) the KTRH’s Notification of Award.
3. In consideration of the payments to be made by the KTRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KTRH to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KTRH hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the KTRH) Signed,

sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Business Name.....
 Location of Business Premises
 Plot No,Street/Road.....
 Postal addressTel No.Fax Email
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.....
 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																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <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>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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2.																		
3.																		
4.																		
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2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of KTRH](hereinafter called “the Bank”)are bound unto..... [name of

KTRH](hereinafter called “the KTRH”) in the sum of

for which payment well and truly to be made to the said KTRH, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the KTRH during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the KTRH up to the above amount upon receipt of its first written demand, without the KTRH having to substantiate its demand, provided that in its demand the KTRH will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

PERFORMANCE SECURITY FORM

To:

[name of the KTRH]

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 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 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 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 or sums 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 or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the KTRH a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

..... [amount of guarantee in figures and words]. We, the

..... [bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the KTRH on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

..... [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the KTRH and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until..... [date].

Yours truly,

Signature and seal of the Guarantors

.....
[name of bank or financial institution]

.....
[address]

.....
[date]

LETTER OF NOTIFICATION OF AWARD

Address of KTRH

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

DECLARATION OF UNDERTAKING (INTEGRITY STATEMENT)

Anti – Corruption Policy in the Procurement Process

Undertaking By Bidder On Anti – Corruption Policy / Code of Conduct And Compliance Programme

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Kisii Teaching & Referral Hospital (KTRH) is a state corporation under the Ministry of Health established to procure on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

The following is a requirement that every Bidder wishing to do business with KTRH must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be

certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply.

The sanctions may include all or any of the following:

- a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
 - (7) The Kisii County Government through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract.

Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

MEMORANDUM (FORMAT)

(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act 2015)

This company _____(name of company) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers')"

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) -----declares and guarantees that no director, sub-contractor or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

SUPPLIER DATA RECORD

SUPPLIER BUSINESS DETAILS (fill in Block letters)

Company name

Company Post Office Address:.....

Telephone Nos:

Office No. -----

Mobile No. -----

Fax No (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____

e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____

Company Registration Number:

1. Location of business premises -----

2. Building name and number -----

3. Floor Number -----

4. Room number -----

5. Plot Number -----

6. VAT Certificate Number -----

7. Local Authority License Number..... Expiry Date -----

8. PIN certificate Number -----

9. Website if any ----- when submitting your bid, please ensure that you submit copies of the following documents;

- 1. Copy of Certificate of incorporation
- 2. Copy of current Tax Compliance Certificate

Contact Name Job Title

Telephone No. _____

Fax No. (with entering your fax no. here you consent that this means of communication will be

used for any communication during the tender process and that you will ensure that notice will be taken): _____

e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): _____

Main business activity

Please NOTE giving false information in this section will lead to outright Disqualification from tendering process.

Type of organization (please tick as necessary)

- 1. Partnership
- 2. Co-operative
- 3. Private Ltd.
- 4. Public Company
- 5. Other.

Type of premises (tick as necessary)

- 1. factory,
- 2. warehouse
- 3. Other.

Freehold

Leasehold

Names of executives

Chairman ----- Nationality -----
Shares held -----

Managing Director ----- Nationality -----
Shares held -----

Company Secretary ----- Nationality -----
Shares held -----

Name of Directors

- 1. ----- Nationality ----- Shares held -----
- 2. ----- Nationality ----- Shares held -----

- 3. ----- Nationality ----- Shares held -----
- 4. -----Nationality ----- Shares held -----
- 5. -----Nationality ----- Shares held -----

Name and address of ultimate holding company and any subsidiary companies.....

Total no. of employees in group No. of locations/premises in group Member of a Trade Association?

Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

- 1. 5.
- 2. 6.
- 3. 7.
- 4. 8.

Bidders should only provide documentation for products they are offering to supply in the tender

Bank References and other details

A) Primary Bank (The Main Bank)

- 1) Name: -----
- 2) Postal Address: -----
- 3) Telephone Land line number;-----
- 4) Fax Number: -----
- 5) Email Address: -----

Name of the account: -----

Account number: -----

Number of years operated: -----

SECONDARY BANKERS (if applicable)

Bank name and address: -----

Name of the account: -----

Account number: -----

Years of operation -----

Commercial References

Provide names and contact details of four customers that have done business with you in the last three years.

A) Trade References - customer 1

Activity: -----

Period of relationship: (Year) -----

Contact name: -----

Fax no. -----

Email address: -----

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

B) Trade References - customer 2

Activity: -----

Period of relationship: (Year) -----

Contact name: -----

Fax no. -----

Email address: -----

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

Trade References - customer 3

Business Activity: -----

Period of relationship (year) -----

Contact name: -----

Fax no.-----

Email address: -----

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

Trade References - customer 4

Business Activity: -----

Period of relationship (year) -----

Contact name: -----

Fax no.-----

Email address: -----

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

SUPPORT SERVICES AVAILABLE

What after sales / warranty / spare parts / support services / local agent / repair are available?

(Please feel free to attach any further supporting information with this form)

DECLARATION BY THE APPLICANT

Full names: -----

Telephone Number mobile -----

Telephone No. Land Line -----

Job title of signatory:-----

Signature of the applicant.....

Date of application: -----

Please affix company rubber stamp or seal

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN
..... APPLICANT ANDRESPONDENT (*KTRH*)

Request for review of the decision of the..... (*Name of the KTRH*) of
..... dated the.....day of20.....in the matter of Tender
No.....of20.....

REQUEST FOR REVIEW

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

1.
 2.
- etc.

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

- 1.
 - 2.
- etc

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary