



REPUBLIC OF KENYA

**MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT OF ICT & INNOVATION**

**P. O. BOX 30025-00100
NAIROBI**

TENDER NO: MOICT/SDICT/100/2019-2020

FOR

**SUPPLY, INSTALLATION AND COMMISSIONING OF
WIDE AREA NETWORK FOR SIX HOSPITALS**

CLOSING DATE: 25TH MARCH, 2020 AT 10.00 A.M.

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REPUBLIC OF KENYA

MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT FOR ICT & INNOVATION

INVITATION TO TENDER

**SUPPLY, INSTALLATION AND COMMISSIONING OF WIDE AREA NETWORK
FOR SIX HOSPITALS.**

The Ministry of ICT, Innovation and Youth Affairs, State Department for ICT & Innovation invites sealed bids from eligible candidates for Supply, Installation and Commissioning of Wide Area Network for six hospitals.

Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management Services Office Teleposta Towers, 8th floor, Office No. K8-3 during normal working hours.

A complete set of tender documents may be downloaded by interested candidates free of charge at the Ministry of ICT, Innovation and Youth Affairs website www.ict.go.ke. 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 120 days from the closing date of the tender.

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to:-

**The Principal Secretary,
State Department of ICT & Innovation
P.O. BOX 30025-00100
Nairobi,**

and in addition, be deposited in the tender box located on the 8th floor corridor of Telposta Towers, so as to be received on or **25th March, 2020 At 10.00 A.M.**

Tenders must be accompanied by a **Bid Security in the amount not less than 2 per cent of the tender price from a reputable bank or insurance company** valid for an additional 30 days beyond the Tender validity period (i.e. 120 days from the date of closing the tender).

Tenders will be opened immediately in the presence of bidders or their representatives who choose to attend in the 9th floor boardroom at Telposta Towers.

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: PRINCIPAL SECRETARY**

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 procuring entity'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 Procuring entity 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 procuring entity, 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 tender document shall be free of charge.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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 Tenderers.
 - i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Form of tender
- vi) Price schedules
- vii) Contract form
- viii) Confidential business questionnaire form
- ix) Tender security form
- x) Performance security form
- xi) Manufacturer's authorization form
- xii) Firm's Experience
- xiii) CVs for proposed professional staff
- xiii) Declaration form
- xiv) Self-Declaration Form SD1 & SD2

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 documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity 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 procuring entity. 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 procuring entity 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

2.5.2 At any time prior to the deadline for submission of tenders, the Procuring entity for any

reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.3. 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.

2.5.4. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 Procuring entity, 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 2.8, 2.9, 2.10 and 2.11 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 procuring entity 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 in 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 Procuring entity'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 less than 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.7 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.

2.12.8 The tender security may be forfeited:

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

(c) 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 29.

(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 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.

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 one 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 Procuring entity 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” 25th March, 2020 At 10.00 A.M.

2.15.2 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”. —

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 no later than 25th March, 2020 At 10.00 A.M.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity 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 procuring entity 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 procuring entity 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 no later than the deadline for submission of tenders.
- 2.17.3 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.
- 2.17.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderer's or their representatives who choose to attend, at the 9th floor boardroom Telposta Towers. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity 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 procuring entity 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 procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity 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 Procuring entity 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 2.22, the Procuring entity 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 Procuring entity'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 Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

Where other currencies are used, the procuring entity 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 procuring entity 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 Procuring entity'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 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity 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 procuring entity'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 Procuring entity 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 procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 the Procuring entity 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.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the

tendering process and reject all tenders at any time prior to contract award, without 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.6 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 Procuring entity's Right to Vary quantities

2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26 Procuring entity's Right to accept or Reject any or All Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without 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 Procuring entity's action.

2.27 Notification of award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity 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 the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 the Procuring entity.
- 2.28.3 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.

2.29 Performance Security

- 2.29.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.
- 2.29.2 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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity 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 The procuring entity 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.

APPENDIX TO INSTRUCTIONS TO THE 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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: A Bidder may be a firm that is a private entity, a state-owned enterprise or institution duly registered by the Registrar of Companies/Business.
2.4.1	<p>The address for clarification of Tender documents is</p> <p>Attention:</p> <p>The Head Supply Chain Management, State Department of ICT & Innovation PO Box 30025-00100 Nairobi, Kenya.</p> <p>Or</p> <p>Email address: ictprocurement@information.go.ke</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will NOT be permitted.
2.10.1	Prices shall be quoted in Kenya Shillings
2.12.2	The Tender Security shall be; Bid Security in the amount not less than 2 per cent of the tender price from a reputable bank or insurance company valid for an additional 30 days beyond the Tender validity period.
2.13.1	The Tender validity period shall be 120 days.
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and one (1) copy.</p> <p>This is a one envelope tender. All the proposals (technical and financial) should be in one envelope clearly marked the Tender Number without any indication of the name of the bidder.</p>

2.15	<p>The site visit will be conducted on various dates at the hospitals, as follows:</p> <ul style="list-style-type: none"> • Garissa Provincial General Hospital 12/3/2020 from 9:00am • Kakamega Provincial General Hospital 16/3/2020 from 9:00am • Kisii Teaching and Referral Hospital 16/3/2020 from 9:00am • Nakuru Provincial General Hospital 17/3/2020 from 9:00am • Thika Level 5 Hospital 13/3/2020 from 9:00am • Othaya Referral Hospital 13/3/2020 from 9:00am <p>Please contact the Hospital-in-Charge (CEO/Superintendent/Administrator)</p>
	<p>Tender shall be submitted to:-</p> <p>The Principal Secretary, State Department of ICT & Innovation P.O. BOX 30025-00100 Nairobi,</p> <p>The deadline for bid submission is: Date 25th March, 2020. Time:10.00am local time</p>
2.17	<p>The Tender opening shall take place at: 9th floor boardroom at Telposta Towers. Time: 10.30am local time.</p>

2.20.1	<p>1. PRELIMINARY/MANDATORY EVALUATION</p>		
	<p>The evaluation shall adopt <i>YES/ NO Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>The preliminary evaluation shall involve checking on mandatory requirements (MR) which include the following:</p>		
	<p>No.</p>	<p>Parameters/Requirements</p>	<p>Compliance (Yes/No)</p>
	1.	A copy of certificate of registration / incorporation	YES/ NO
	2.	A copy of valid tax compliance certificate	YES/ NO
	3.	A valid Business Permit	YES/ NO
	4.	Confidential Business Questionnaire (duly filled, signed and stamped)	YES/ NO
	5.	Filled and signed Self Declaration Forms (SD1 and SD2)	YES/ NO
	6.	Fill and sign the form of tender (with Bid validity-120 days).	YES/ No
	7.	Price Schedule form fully filled and signed	YES/ No

	(enclosed in the financial proposal)	
8.	The Tender Security shall be; Bid Security in the amount not less than 2 per cent of the tender price from a reputable bank or insurance company valid for an additional 30 days beyond the Tender validity period.	<i>YES/NO</i>
2. TECHNICAL MANDATORY EVALUATION The evaluation shall adopt <i>YES/ NO Approach</i> . The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. The evaluation shall involve checking on the technical mandatory requirements which include the following:		
1.	Must be registered by the National Construction Authority with NCA 8 or above (attach certificate)	<i>YES/NO</i>
2.	The bidder must provide Manufacturer Authorization Form for passive equipment. (It will be verified from the manufacturer) Bidders who attach forged MAF shall be disqualified	<i>YES/NO</i>
3.	Must be certified by the Communication Authority of Kenya (attach certificate)	<i>YES/NO</i>
4.	Filled, Signed and Stamped Survey/Site Visit Forms for each site	<i>YES/NO</i>
Bidders must submit the documents above. At this stage, the tenderer's submission will be either responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.		
2.22.1	Evaluation and Comparison of Tenders (Technical Evaluation) The bidder will be evaluated on the technical submissions and only tenders attaining 70% marks and above in the technical evaluation will proceed to the next stage of the procurement process. The technical proposals will be evaluated using the following criteria format: Scores for specific technical evaluation requirements will be distributed as follows:	
	TECHNICAL EVALUATION	
1	Technical Design It should include providing the following detailed designs as per bidder's own site survey findings: (Client has only provided a guide)	10%

	Wide Area Network Design	
2	Compliance with Technical Specifications 1. Wide Area Network I. Passive Equipment	30%
3	Project Deployment and methodology (% each) <ul style="list-style-type: none"> ▪ Provide an implementation schedule (Gantt chart) with clearly defined timelines ▪ Project Management composition ▪ Personnel schedule of activities ▪ Documentation, Handover and commissioning plans 	10%
4	Contractors qualifications, experience and past performance on similar projects (% each project) At least three (3) projects of Wide Area Network in the past three (3) years The bidder must attach evidence for example Signed Contracts, LP0s, Recommendation Letters, Completion Certificates	30%
5	Qualifications and experience of Key Technical personnel (Attach Curriculum Vitae and Copies of Certificates) <ul style="list-style-type: none"> i Project Manager (At least 1) <ul style="list-style-type: none"> ○ Degree/Diploma in Engineering/ICT ○ At least 3 Years' Experience in Project management ○ Certification in Project management ii Fiber Installers (At least 3) <ul style="list-style-type: none"> ○ Degree/Diploma in ICT or related field ○ At least 3 Years' Experience in Fiber Installations and Maintenance 	20%
	TOTAL	100%
	FINANCIAL EVALUATION	
	Lowest Evaluated Bid	
2.24.1	Post – Qualification shall “be undertaken”	
2.24.3	Award Criteria: The bidder with the lowest evaluated bid having passed the Preliminary/Mandatory Evaluation and the Technical Evaluation shall	

	be considered for award.
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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 Procuring entity 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 Procuring entity under the Contract.
- d) “The Procuring entity” 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) “The client means the organization receiving the services under this Contract.
- g) “GCC” means general conditions of contract contained in this section
- h) “SCC” means the special conditions of contract
- i) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity 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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity and returned to the candidate not later than 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 Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring

entity.

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 procuring entity'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 procuring entity's prior written consent.

3.11 Termination for Default

The Procuring entity 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:

- i 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 Procuring entity.
- ii If the tenderer fails to perform any other obligation(s) under the Contract.
- iii If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity 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 procuring entity.

3.13 Termination for convenience

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

3.14 Resolution of disputes

3.14.1 The procuring entity'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.

3.14.2 If after 14 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 it's 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.

3.19 Management Meetings

A Contract management meeting shall be held regularly and attended by the Procuring Entity's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Procuring Entity's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

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 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: 10% of the contract sum from a reputable bank or insurance company.
3.8	Payments shall be; Payment will be based on milestones which will be elaborated during contract formation; and issuance of a completion certificate will be based on the milestones achieved/completed; from the client.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary, Ministry of ICT & Innovation P.O. BOX 30025-00100 Nairobi

SECTION V SCHEDULE OF REQUIREMENTS

Introduction

Ministry of Health intends to roll out Universal Health Coverage (UHC) thus necessitating automation of most of its business processes, there is, therefore, an urgent requirement for all hospitals to be provided with a connectivity to facilitate on-line and real-time data management.

The scope of the project shall include:

- a. Physical OFC cabling and termination to the nearest Point of Presence NOFBI POP site
- b. Physical OFC cabling and termination to the aggregation point at the respective hospitals (preferably in the administration block of the respective Hospital or the existing Main Distribution Facility (MDF) of the hospital)

The scope shall include delivering of **Wide Area Network (WAN)** to the following sites:

No.	Hospitals	Estimated Distance to MH or ODF	MH/Site GPS
1.	Garissa Provincial General Hospital	1.2km to Metro MH EX05#	0°27'20.00"S 39°38'38.89"E
2.	Kakamega Provincial General Hospital	0.3km to Metro MH KM25#	0°16'28.28"N 34°45'38.64"E
3.	Kisii Teaching and Referral Hospital	0.2km to Metro MH KSM08#	0°40'14.43"S 34°46'15.11"E
4.	Nakuru Provincial General Hospital	1.3km MH NEL02#	0°16'52.07"S 36° 3'42.72"E
5.	Thika Level 5 Hospital	0.2km toMH KT34#	1° 2'28.29"S 37° 4'45.40"E
6.	Othaya Referral Hospital	3.0km to Othaya DCC	0°33'46.53"S 36°56'29.29"E

Overview of the Infrastructure

Fiber shall be used for the NOFBI WAN and hospital facility.

The bidder must provide a Manufacturer Authorization Form in the format specified. See attached Manufacturer Authorization Form format

WAN Cabling Between the Hospital MDF and NOFBI POP Site

No	Technical Specifications	Compliance (Yes/No)	REFERENCE INFORMATION TO SUPPORT COMPLIANCE (Highlighted in the bid document)
Requirements			
1.	The primary media for backbone cabling will be fiber optic.		
2.	Single mode fiber optic cable will be used.		
3.	Fiber optic cable shall have a core/cladding diameter on nominal 850nm and 1300nm optical wavelength.		
4.	The fiber optic cable shall have a minimum of twenty-four (24) strands.		
5.	All strands must be terminated at each end of the fiber cable whether used or not.		
6.	All optical fiber components and installation practices shall meet applicable building and safety codes requirements and shall provide well organized cable installation management in accordance with the manufacturer’s guidelines		
7.	Fiber optic cables running along/ crossing roads must be protected by HDPE ducts to protect them from interferences from other bidders providing other services in future		
8.	The fiber ducts shall be buried at a minimum of 1.2M deep normal soil, 0.6M hard rock. Normal soil backfilling must be compacted to revert to normal state. Hard rock backfilling shall be by concreting of at least 0.2M.		

9.	<p>Tarmac Road Crossing shall be done through thrush bowling at a depth of 1.8M with hand holes installation on both sides.</p> <p>Murram/ Earth Road Crossing shall be done at a depth of 1.5M with hand holes' installation on both sides.</p> <p>A slack of at least 15M shall be provided for maintenance purposes.</p>		
10.	<p>110mm HDPE ducts shall be used for road crossing between the hand holes</p> <p>40mm ducts shall be inside the 110mm HDPE duct with the cable inside</p>		
11.	<p>Where there is an existing NOFBI duct, the bidder shall reuse the spare duct by entering through the nearest man hole/hand hole.</p> <p>Authority to use the spare duct shall be sought from MOICT</p>		
12.	<p>The bidder shall use the existing entry Manhole to the NOFBI POP site. OFC cable shall be dropped to the MH as a slag of at least 30Meters.</p> <p>Splicing to the existing OFC shall be done by MOICT through the party maintaining the OFC.</p> <p>Formal request to be done to Ministry of ICT once OFC is in MH.</p>		
13.	<p>The bidder shall use the existing Rack space to mount and terminate the ODF at the NOFBI POP site</p>		
14.	<p>The bidder shall label the new cable, make a 10M slack before termination and adhere to proper cable management</p>		
15.	<p>Where the OFC entry manhole to the hospital MDF does not exist, the bidder shall be required</p>		

	to construct a new concrete manhole (1200mm x800mm)		
16.	Fiber optic WAN link shall be terminated at the identified NOFBI POP room as per the physical topology design.		
17.	All fiber interfaces for uplink must use relevant transceivers and must show LED before logical work start.		

5.4 Bill of Materials

SITE 1: Garissa Provincial General Hospital Type-Metro Interception				
NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	24 Core OFC (mts)	1500		
2	40mm HDPE Ducts (mts)	1500		
3	SFP+of 1G(1310nm, 10Km) with 20mts Pigtails	2		
4	24 Port ODF	1		
5	Civil Works-Trenching, Pulling, Termination, Labelling, Documentation and Testing of OFC	LOT		
6	Annual SLA Contract	LOT		

SITE 2: Kakamega Provincial General Hospital Type-Metro Interception				
NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	24 Core OFC (mts)	300		
2	40mm HDPE Ducts (mts)	300		
3	SFP+of 1G(1310nm, 10Km) with 20mts Pigtails	2		
4	24 Port ODF	1		
5	Civil Works-Trenching, Pulling, Termination, Labelling, Documentation and Testing of OFC	LOT		
6	Annual SLA Contract	LOT		

SITE 3: Kisii Teaching and Referral Hospital Type-Metro Interception				
NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	24 Core OFC (mts)	200		
2	40mm HDPE Ducts (mts)	200		
3	SFP+of 1G(1310nm, 10Km) with 20mts Pigtailes	2		
4	24 Port ODF	1		
5	Civil Works-Trenching, Pulling, Termination, Labelling, Documentation and Testing of OFC	LOT		
6	Annual SLA Contract	LOT		

SITE 4: Nakuru Provincial General Hospital Type-Backbone Interception				
NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	24 Core OFC (mts)	1400		
2	40mm HDPE Ducts (mts)	1400		
3	SFP+of 1G(1310nm, 10Km) with 20mts Pigtailes	2		
4	24 Port ODF	1		
5	Civil Works-Trenching, Pulling, Termination, Labelling, Documentation and Testing of OFC	LOT		
6	Annual SLA Contract	LOT		

SITE 5: Thika Level 5 Hospital Type- Backbone Interception				
NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	24 Core OFC (mts)	300		
2	40mm HDPE Ducts (mts)	300		
3	SFP+of 1G(1310nm, 10Km) with 20mts Pigtailes	2		
4	24 Port ODF	1		
5	Civil Works-Trenching, Pulling, Termination, Labelling, Documentation and Testing of OFC	LOT		
6	Annual SLA Contract	LOT		

SITE 6: Othaya Referral Hospital Type-Metro ODF to ODF				
NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	24 Core OFC (mts)	3000		
2	40mm HDPE Ducts (mts)	3000		
3	SFP+of 1G(1310nm, 10Km) with 20mts Pigtails	2		
4	24 Port ODF	2		
5	Civil Works-Trenching, Pulling, Termination, Labelling, Documentation and Testing of OFC	LOT		
6	Annual SLA Contract	LOT		

NOTE: The bill of materials is just an estimate; the bidder is required to carry out a survey in order to get actual material required and provision for them in the quote. The client is not liable for any omission.

5.5 Documentation

The bidder shall avail two hard copy documentation books to the client detailing the layout, the devices used and all the components used in the system which must include all information for future references and maintenance purposes to be used by technicians who will be manning the network service workmanship. In particular, the documentation must be structured to contain the following:

- a. Synopsis of the cabling (primary and secondary)
- b. Charts for distribution and highlights showing details of the components installed
- c. A detailed map of socket layouts in Soft copies on FLASH-DISKS should be availed

5.6 Schedule of Works

- a. It is expected that the Supply, Installation, Testing and Commissioning of the network infrastructures shall be completed no later than **60 days** following the signing of the Contract. The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- b. Within seven days after Site possession date, the bidder shall submit to the Procuring Entity's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works. Bidders shall be required to submit phased schedules of their works showing critical activities proceeding with minimal interruptions. The Bidder is expected to adhere to these schedules with minimal variations as may be agreed with the client to ensure continuity of critical operations.
- c. The Bidder shall guarantee Installation completions and the Commissioning of completed works within the specified period agreed as indicated in the schedule. Upon deciding that the Work is complete the Contractor shall request the Procuring Entity's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The Procuring Entity shall take over the Site and the Works within seven days of the Procuring Entity's Representative issuing a Certificate of Completion. If the Bidder fails to adhere to his schedule of works to complete installations and commission the completed works within the specified period, the Bidder may be required to pay liquidation damages to the client.

5.7 Damage to existing equipment

Damages attributable to the Bidder or the Bidder's agents and/or assignees to any of the existing equipment or systems will be repaired or replaced by the client at the expense of the bidder as specified in the bid document. The costs associated with such repairs and/or replacements shall be borne by the Bidder fully on a cost-plus basis.

5.8 Bidder's Responsibilities

The bidder shall do the work with due care and diligence and in accordance with the contractual agreement terms as signed in the contract and in strict adherence to best industry practices.

5.9 Warranty and Support

- a. The Bidder shall be required to give a warranty of fifteen (15) years for Fiber cabling infrastructure. The Bidder shall warrant that all the work installations and equipment are free from defects and if any defect is discovered; then the Bidder shall take immediate action to replace the damaged device as required during the warranty period.
- b. The support period for the entire WAN infrastructure shall be one year. Origin of the hardware should be indicated.

5.10 Acceptance

The client's acceptance will be based on visual inspection and satisfaction of the works done during installation, cable route layouts, trunking made, connections made, hardware and other works done well within the project period as well as the technical tests carried out to ensure that they fully passed after project completion. Acceptance will only be sanctioned after all technical tests have been ascertained to be in order, true and in visual control certified by the technical team on the works done by the bidder in strict compliance with the contractual terms.

5.11 Technical Bid

Bidders shall submit offers that comply with the requirements of the bidding documents that include the basic technical design as indicated in the Drawings and Specifications. Bidders wishing to offer technical alternatives to bidding document requirements must submit bids that comply with bidding requirements, which include basic technical designs, drawings and Specifications.

In addition to submitting the basic bid, the bidder shall provide all information necessary to complete evaluation alternatives that include technical specifications, breakdown of prices, proposed installation methods and other relevant details. Only bidders with technical alternatives with best solutions conforming with basic technical requirements shall be considered.

The Ministry of ICT reserves the right to accept or reject any variation, deviation or alternative technical proposal. Variations, deviations and alternative technical proposals in excess of the needed requirements of the bid documents resulting in unsolicited benefits to the Ministry of ICT will not be considered in bid evaluations.

The technical proposal must contain the following:

- (A) Details of technical specifications and performance characteristics of items and components to be supplied**
- (B) All materials and other supplies incorporated in the work installations must be new, unused and of most recent or current models. This should incorporate all recent improvements in design and materials.**
- (C) The bidder's proposed methodology and implementation must include a draft implementation schedule in form of a Gantt chart.**
- (D) The detailed layout work diagrams for proposed solutions**
- (E) Details of experience and past performance of the bidder on similar works done within the past three (3) years detailing the works and other contractual commitments.**
- (F) Qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.**
- (G) Form A-1, A-2, C and any other form that is required must be completed.**
- (H) Additional information deemed appropriate may be provided.**

5.12 Price Schedule

The Price Schedule should be provided in the format shown in the Appendix and must include:

- i) WAN Connectivity to Nearest NOFBI POP showing net disaggregated costs
- ii) The Price Schedule must clearly indicate the total bid cost, inclusive of taxes for the complete supply, installation, testing and commissioning of the WAN solution
- iii) Current Financial statements and cash flow for three years not later than 2015.
- iv) All prices should be quoted in **Kenya shillings**.

FORM A1 – WAN CONNECTIVITY TO NEAREST NOFBI POP

THE MINISTRY OF ICT					
SUPPLY, INSTALLATION AND COMMISSIONING OF WAN CONNECTIVITY FOR SIX HOSPITALS				FORM A-1	
BID RESPONSE FORM					
A. WAN CONNECTIVITY TO NEAREST NOFBI POP					
I. MATERIALS					
ITEM	DESCRIPTION	MAKE/MODEL/SOURCE	QTY	UNIT PRICE	TOTAL PRICE
TOTAL MATERIAL FOR WAN CONNECTIVITY TO NEAREST NOFBI POP					
II. PASSIVE COMPONENTS					
ITEM	DESCRIPTION	MAKE/MODEL/SOURCE	QTY	UNIT PRICE	TOTAL PRICE
TOTAL PASSIVE COMPONENTS					
III. CIVIL WORKS/LABOUR					
ITEM	DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
TOTAL CIVIL WORKS/LABOUR					
TOTAL COST FOR FLOOR					

THE MINISTRY OF ICT				
SUPPLY, INSTALLATION AND COMMISSIONING OF WAN CONNECTIVITY FOR SIX HOSPITALS BID RESPONSE FORM				FORM A-2
A. WAN CONNECTIVITY TO NEAREST NOFBI POP				
I. MATERIALS				
ITEM	DESCRIPTION	MAKE/MODEL/SOURCE	QTY	MAJOR PERFORMANCE CHARACTERISTICS
III. PASSIVE COMPONENTS				
ITEM	DESCRIPTION	MAKE/MODEL/SOURCE	QTY	MAJOR PERFORMANCE CHARACTERISTICS

FORM C – SUMMARY OF COSTS

THE MINISTRY OF ICT				
C. SUMMARY OF COSTS				
WAN CONNECTIVITY				
MATERIALS	PASSIVE COMPONENTS	TOTAL MATERIALS	CIVIL WORKS AND LABOUR	TOTAL WAN
TOTAL SUPPLY, INSTALLATION AND COMMISSIONING				
MISC (E.G. TAX, DISCOUNTS)				
NET TOTAL				

 [Signature of bidder and date]

Prices to be inclusive of all taxes

Signature of tenderer _____

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

SECTION VII STANDARD FORMS

FORM OF TENDER

To: *[Name and address of the PE]*
Date: *[insert **date** (as day, month and year)]*
Tender No.: *[insert **number of Tendering process**]*

Item Description: *[insert description of Items]*

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and services]* 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20____.
(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part I- General:</i>	
Business Name	
Location of business premises.....	
Plot No. Street/Road.....	
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time:	
Name of your bankers.....	Branch

<input type="checkbox"/>	Part 2 (a) – Sole Proprietor																								
	Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	Part 2 (b) Partnership																								
	Given details of partners as follows:																								
	<table border="0"> <tr> <td><i>Name</i></td> <td><i>Nationality</i></td> <td><i>Citizenship Details</i></td> <td><i>Shares</i></td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>								
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<input type="checkbox"/>	Part 2 (c) – Registered Company:																								
	Private or Public..... State the nominal and issued capital of company- Nominal K£..... Issued K£..... Given details of all directors as follows:-																								
	<table border="0"> <tr> <td><i>Name</i></td> <td><i>Nationality</i></td> <td><i>Citizenship Details</i></td> <td><i>Shares</i></td> </tr> <tr> <td>1. 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> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. 1.	2.	3.	4.	5.
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1. 1.																						
2.																						
3.																						
4.																						
5.																						
DateSignature of Candidate.....																									

*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*](hereinafter called “the Tender”)KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank/Insurance Company”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring Entity 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 tender 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 authorized representative of the bank/insurance company*]
Seal

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to supply.....

[Description 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]

(Amend accordingly if provided by Insurance Company)

MANUFACTURERS AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]

who are established and reputation dealers in *[Type of business]* having registered offices at *[Address of principal]* do hereby authorizing *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated (*particulars of tender*).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

FIRM’S REFERENCES

Relevant Services Carried Out That Best Illustrate Qualifications

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

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

Firm’s Name: _____

Name and title of signatory; _____

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) 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.
- et
c

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

SITE SURVEY

The site survey shall be conducted on various dates at the hospitals, as follows:

- **Garissa Provincial General Hospital** **12/3/2020 from 9:00am**
- **Kakamega Provincial General Hospital** **16/3/2020 from 9:00am**
- **Kisii Teaching and Referral Hospital** **16/3/2020 from 9:00am**
- **Nakuru Provincial General Hospital** **17/3/2020 from 9:00am**
- **Thika Level 5 Hospital** **13/3/2020 from 9:00am**
- **Othaya Referral Hospital** **13/3/2020 from 9:00am**

Through the guidance of the **Hospital –in-Charge**. Eligible bidders **MUST** perform a site visit from 9.00 am. Bidders are expected to assemble as per the date and time indicated. A bidder **MUST** attach in their technical proposal submission the duly signed and stamped site visit form herein.

SITE SURVEY FORM

NAME OF HOSPITAL

Company Name		Hospital Name	
	Name	Signature	Date
Company Representative			
Hospital Representative (Official Stamp)			
Remarks			

SELF DECLARATION FORM SD1

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for (insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder's Official Stamp

SELF DECLARATION FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for (insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

TENDER SECURITY FORM

(TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES))

To:

WHEREAS (Hereinafter called the Tenderer) has submitted its Tender datedfor the provision of to ----- tender no.

WE THE UNDERSIGNED, DECLARE THAT: -

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years starting from date of letter of offer, if we are in breach of our obligations under the tender conditions, because we –
 - a) Have withdrawn our bid during the period of tender validity, or,
 - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
 - i. Fail or refuse to sign the contract when required, or
 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.

3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon either of the following: -
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty-eight (28) days after the expiry of our Tender.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT ----- THIS-----DAY OF

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer