INVITATION TO TENDER
FOR
PROPOSED IMPROVEMENT OF THE PIPED OXYGEN SUPPLY AT HIGH DEPENDANCY UNIT (HDU) IN KILIFI

REQUEST NO. KWTRP/ 12/ 2024

MAY 2024
13th May 2024

Dear Sir/Madam,

INVITATION TO TENDER NO. KWTRP/12/2024: PROPOSED IMPROVEMENT OF THE PIPED OXYGEN SUPPLY AT HIGH DEPENDANCY UNIT (HDU) IN KILIFI

1. Health Research Operations Kenya Limited (HROKL), the Operating legal entity for KEMRI Wellcome Trust Research Programme (KWTRP), without obligation on its part, invites bids for provision of the above services on this tender.

2. Interested Bidders are required to acknowledge receipt of this request by return of mail.
   2.1 On receipt of this ITT please inform us
       (a) That you have received the BOQ; and
       (b) Whether you will submit a bid for the assignment
       (c) Whether you will avail yourself for the site visit

Important Instructions:

3. Bids must be deposited in the tender box located at the Main gate in KEMRI –KILIFI or emailed to purchasing@kemri-wellcome.org on or before 28th May 2024 at 14.00hrs

   3.1 Late bids or incomplete bids will not be accepted under any circumstances.
   3.2 Bids must be typed. handwritten Bids will not be accepted.
   3.3 If possible, Bulky bids shall be presented to the procurement office for receiving and safe keeping. Bidders must ensure that their documents have been stamped as received and recorded in the register for bulky tenders

4. Upon the award of Tender to the successful Contractor the service shall be provided with the highest standards of professional and ethical competence and integrity, together with fulfillment of all applicable legal requirements.

5. The works to be provided under this tender is detailed under 2nd Schedule (Scope of Works and further detailed in the Bill of Quantities). Any subsequent amendments shall be notified in writing to contractor.

6. The Bidder’s proposal shall be written in English language.

7. Bid Prices should be in Kenya Shillings.

Time table:

8. The bidders are advised to acquaint themselves with the following critical tender dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Venue</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Site Visit /Clarification Meeting</td>
<td>KWTRP Offices</td>
<td>17th May 2024</td>
<td>11.00 Am</td>
</tr>
<tr>
<td>2 Tender Closing</td>
<td>KWTRP Offices</td>
<td>28th May 2024</td>
<td>2.00 Pm</td>
</tr>
<tr>
<td>3 Tender Opening</td>
<td>KWTRP Offices</td>
<td>Immediately by KWTRP internal Evaluation team only</td>
<td></td>
</tr>
<tr>
<td>4 Pre-Contract Meeting</td>
<td>KWTRP Offices</td>
<td>To be Advised</td>
<td></td>
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</tbody>
</table>
9. **Preliminary mandatory requirements:**

**ALL** Bidders will be required to submit their company profile and to satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya including:

a) Submit copy of Certificate of Incorporation/ Registration

b) Submit copies of PIN, VAT, valid Business permit

c) Valid Tax Compliance Certificate.

d) Submit copy of CR12 from the register of companies

e) Provide signed audited financial statements for the last three (3) years; 2020, 2021, 2022 or 2021, 2022 and 2023.

f) Have been in business for more than five (5) years.

g) Ensure that the Confidential Business Questionnaire has been duly filled and relevant supporting documentation attached.

h) Provide reference letters, LPOs, contract or completion certificate from at least five clients where similar works done to completion.

i) Must Submit a proof of power of Attorney to the authorized person to sign the tender document where applicable.

j) Submit Copies of memorandum of Understanding/articles of Association

k) Provide valid certificate from manufacturer as distributor.

l) Provide valid/current certificate from National Construction Authority (NCA5 and above for mechanical; works -Medical gas pipeline installation works)

m) Letter from the bank indicating that you hold an account with the bank.

**NB:** Contractor should provide all the above mandatory requirements to proceed to the technical evaluation. At this stage, the tenderer’s submission will either be responsive or non-responsive.

The non-responsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.
SCHEDULE I

GENERAL CONDITIONS OF CONTRACT
1.0 GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

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

a) “The contract” means the agreement entered between KWTRP and the Bidder 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 works” means works to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KWTRP under the Contract.

c) “KWTRP” means the organization sourcing for the services under this Contract.

d) “The bidder” means the individual or firm providing the works under this Contract.

e) “GCC” means general conditions of contract contained in this section.

f) “Day” means calendar day.

1.2. Application

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

1.3. Works

a) The Bidder shall perform the works specified in Schedule II, “Scope of Works, “which is made an integral part of this Contract.

b) The Bidder shall provide all requirements to perform the works as specified in Schedule II.

c) The Bidder shall submit to KWTRP the relevant reports in the form and within the time periods specified in Schedule II.

d) The documents forming the Contract shall be interpreted in the following order of priority:

   (i) Agreement; LSO/LPO,

   (ii) Letter of Acceptance,

   (iii) Contractor's Bid,

   (iv) General Conditions of Contract,

   (v) Drawings where necessary

   (vi) Safety Job analysis from the contractor

   (vii) Work plan from the contractor

   (viii) Bill of Quantities, and

   (ix) any other document listed in BOQ as forming part of the Contract.
1.4. Term

The Bidder shall perform the works during the period indicated on the invitation to tender or any other period(s) as may be subsequently agreed by the parties in writing.

1.5 Payment

a) Ceiling

For works rendered pursuant to Schedule II, KWTRP shall pay the Bidder an amount not to exceed the amount which shall have been established based on the understanding that it includes all the Bidder’s costs and profits as well as any tax obligation that may be imposed on the Bidder.

b) Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Bidder of invoice(s) in duplicate to the KWTRP focal point.

1.6 Project Administration

a) Focal Point

(i) KWTRP designates as the Focal Point, the contact person specified on the invitation to tender.

(ii) The focal point will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by KWTRP and for receiving and approving invoices for payment.

b) Reports

The reports listed in Schedule II, shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made.

1.7 Performance Standards

1.7.1 The Bidder undertakes to perform the works with the highest standards of professional and ethical competence and integrity. The Bidder shall promptly replace any employees assigned under this Contract that the KWTRP considers unsatisfactory.

1.7.2 The Contractor shall execute the Works in accordance with the BOQ and Drawings.

1.7.3 The Works to Be Completed by the Intended Completion Date.

1.7.4 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the work plan submitted by the Contractor, as updated with the approval of the engineer and complete them by the Intended Completion Date.
1.8 Safety
   The Contractor shall be responsible for the safety of all activities on the Site.

1.9 Confidentiality
   a) The Bidder shall not, during the term of this contract and within two years after its expiration disclose any proprietary or confidential information relating to the services, this contract or the
      b) KWTRP’s business or operations without the prior written consent of KWTRP.

1.10 Ownership of Material
   a) Any studies, reports, or other material, graphic, software or otherwise prepared by the Bidder for the KWTRP under the Contract shall belong to and remain the property of KWTRP. The Bidder may retain a copy of such documents and software.
      b) The KWTRP shall take over the Site and the Works within seven days of the Engineer’s issuing a certificate of Completion.

1.11 Insurance
   The Bidder will be responsible for taking out any appropriate insurance coverage.

1.13 Assignment
   a) The Bidder shall not assign this Contract or sub-contract any portion of it without KWTRP’s prior written consent.

1.14 Correction of Defects
   a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
      b) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer’s notice.

1.15 Uncorrected Defects
   If the Contractor has not corrected a Defect within the time specified in the Engineer’s notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

1.16 Law Governing Contract and Language
   The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
1.17 Dispute Resolution
Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

1.18 Completion
The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer shall do so upon deciding that the whole of the Works is completed.

1.19 Validity of Bids

1.19.1 Bids shall remain valid for 120 days after date of bid opening prescribed by KWTRP, under the BOQ. The BOQ valid for a shorter period shall be rejected by KWTRP as non-responsive.

1.19.2 In exceptional circumstances, KWTRP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its proposal.

Yours faithfully,

For KEMRI/ Wellcome Trust Research Programme

Sadimba Anne
Procurement Department
SCHEDULE II
SCOPE OF WORKS
SCOPE OF WORKS FOR: PROPOSED IMPROVEMENT OF THE PIPED OXYGEN SUPPLY AT HIGH DEPENDANCY UNIT (HDU) IN KILIFI

2.1 Background
Health Research Operations Kenya Limited (HROKL), the Operating legal entity for KEMRI-Wellcome Trust Research Programme (KWTRP), is well known internationally for its work tackling malaria and other infectious diseases among children and has a broad scope in medical research, carrying out basic laboratory-based research, clinical and community-based studies, health systems and health policy research.

KEMRI-Wellcome Trust Research Programme requires improvement of the Piped Oxygen Supply at the High Dependency Unit (HDU); at the Kilifi County Hospital. The proposed installation is aimed to provide a total of Twenty-Three (23) Oxygen outlets in HDU. All the Oxygen pipework and outlets/ports shall be installed on wall surface. This would ease maintenance and future replacements. The Piped Oxygen is supplied from a plant owned and serviced by KCRH. To mitigate outages of Oxygen supply, this proposal intends to install an automatic Oxygen manifold system with a capacity of Ten (10) Cylinders (5 on duty and 5 on Standby). There would also be a repeater alarm panel at a strategic location in HDU; to alert staff on deviations in Oxygen Supply in the ward.

Interested and potential Contractors are requested to submit their tender response by sending their technical proposals and priced BOQs attached on or before 28th May 2024.

2.2 Evaluation Process
Criteria 1: Site Visit/survey (MANDATORY)
Criteria 2: Technical Evaluation
Criteria 3: Priced BOQ Evaluation
Criteria 4: Due Diligence to be conducted where necessary.

Bids or Tenders submitted will be evaluated based on the below criteria.

<table>
<thead>
<tr>
<th>CONTRACTOR INFORMATION</th>
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<tbody>
<tr>
<td>CRITERIA</td>
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<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>1 Experience and Qualification of Personnel and Firm (30mks)</td>
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<tr>
<td>a) Curriculum Vitae (CV) Including relevant certificates for at least two (2) technicians in the execution of the works who shall either be Mechanical Engineers or</td>
</tr>
</tbody>
</table>

REQUEST NO: KWTRP/12/2024
Biomedical Engineers/technologists registered by relevant bodies. Attach CVs, academic and professional certificates (8 Marks; 4 marks for each technician)

b) Provide evidence of previous experience of at least three (3) years for the proposed technicians for the works; in the business of installation, maintenance, and repairs of Oxygen pipes; from three (3) clients (4 Marks; 2 marks per Technician).

c) Firms Previous Experience of Completed Project from at least five Clients (20 Marks; 4 marks per client evidence provided). Bidders required to attach details of similar works performed i.e. LPOs, completion certificates or contracts.

d) Warranty Management. Statement on warranty management and implementation (3 Marks)

2 National Construction Authority 5

National Construction Authority NCA Category 5 and above for mechanical works-Medical gas pipeline installation works (5 Marks)

3 Product to be used (15 Marks) 15

a) Certification and legal documentation of product Dealership from the Manufacturer; attach letter of dealership authorization for the quoted products such as medical gas outlets (3 Marks)

b) Evidence, by way of a clear and detailed brochure, of medical grade copper to be used; CE marked bearing EN 13348 standard (10 Marks)

c) Access to Product Technical information and guidance from the manufacturer. Proof of terms of engagement with manufacturer to show access to technical information/Support. (2 Marks)

4 Methodology and Work plan for contract management (40 Marks) 35

a) Proposed methodology for the Installation of the Piped oxygen Supply Equipments; indicating the timeframes until completion (25 Marks)

b) Proposed Work Plan (10 Marks)

5 Financial Capacity 2020,2021,2022 (10 Marks) 10

Submit duly signed audited accounts for the years 2020,2021 and 2022 or 2021, 2022, & 2023

TOTAL MARKS 100

N/B

Bidders are required to meet all the above qualifications Criteria. A minimum score of 75% attained to proceed financial evaluation stage.
SCHEDULE III
PRICING
3.0 PRICING
The amount specified in the Pricing Schedule shall be the full and complete compensation to the contractor. The rates specified shall be fixed for the contract duration or extension thereof. All rates are based on the contractor’s anticipated costs for providing the manpower and specialized services resources specified in the Scope of Work - Schedule II.
Whereas the contractor is free to enter rates in the Pricing Schedule for various activities as they may find justified, KWTRP reserves the right to seek clarification on the makeup of rates, prices or lump sums which are judged to be overstated. Overstated prices are those considered to be beyond 10% of the programme counter estimate.

3.0.1 An abnormally low bid is one that appears unreasonably low in comparison with other bidders and the market. For such a bid the KWTRP shall seek written clarification from the bidder including a cost breakdown to establish whether the prices are reasonable.

3.0.2 An abnormally high bid is one which appears unreasonably too high to the extent that KWTRP might not be getting value for money. For such a bid, KWTRP shall undertake a market survey and make the following decisions as may be applicable:
   a) If the bid price is high due to wrong initial estimates of the contract, KWTRP may accept or reject the bid as may be determined by KWTRP’s budget ceilings.
   b) If the bid price is high due to wrong specifications, scope of work and/or conditions of contract, KWTRP shall reject all bids and initiate a new bidding process with correct specifications, scope of work and conditions of contract.

3.1 KWTRP counter estimates are based on universal statistics and public sources and accepted as reflective of market levels.

3.2 If clarifications are not forthcoming or are found to be unsatisfactory, KWTRP shall have the right to reject such rates, prices, or lump sums, and expunge them from the RFQ. KWTRP shall be entitled to demand clarification on such rates, prices, or lump sums, irrespective of whether the Service Provider is lowest or not. Such information shall be strictly confidential. If the bidder fails to amend or justify such rates or prices, KWTRP shall reserve the right to reject the entire bid.

3.3 All prices shall be inclusive of value added tax where applicable.

3.4 These works will be subjected to 10% retention fee for a period of Six (6) months.

3.5 Payment will be made by bank transfer or cheque payment to an account provided by the contractor 30 days after the date of invoicing, completion of works and issuance of completion certificate.
## 4.0 BILL OF QUANTITIES

### SCOPE OF WORKS FOR IMPROVEMENT OF OXYGEN SUPPLY IN HIGH DEPENDENCY UNIT WARD

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount (KES)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Improvement of Oxygen Supply in HDU</strong></td>
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<tr>
<td>1.1 Supply and fitting of a 15mm Diameter degreased medical copper pipe (BS EN 13348) including joining to existing lines</td>
<td>LM</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Supply and fitting of a 12mm Diameter degreased medical copper pipe (BS EN 13348) including joining to existing lines</td>
<td>LM</td>
<td>72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Supply and install Oxygen gas outlets as CPX Terminal Units (BS EN 13485 Medical Devices) in a brass pipeline termination cylinder with a 12mm BS EN 13348 copper pipe for brazing to the fixed pipeline system complete with mounting boxes suitable for surface installation</td>
<td>NO</td>
<td>22</td>
<td></td>
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<tr>
<td>1.4 Supply and install 12mm line isolating valves</td>
<td>NO</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5 Supply and install 15mm line isolating valves</td>
<td>NO</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6 Allow for medical degreased medical copper pipe fittings i.e. Elbows, Tees, Sockets, end caps</td>
<td>Lot</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>1.7 Allow for brazing and bracketing of the copper pipes (Oxy-acetylene gas, Rods, Threaded rods, Clips)</td>
<td>Item</td>
<td>1</td>
<td></td>
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<tr>
<td><strong>2 Manifold for Oxygen Cylinder Bank and Storage</strong></td>
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<tr>
<td>2.1 Supply and install automatic medical gas (oxygen) manifold system as CPX with a capacity of ten (10) cylinders; five(5) on duty + five(5) on standby. The manifold should be capable of automatic changeover from duty to standby bank with a repeater alarm panel in the ward</td>
<td>NO</td>
<td>1</td>
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<tr>
<td>2.2 Allow for a gas outlet test point as CPX terminal unit (BS EN 13485 Medical Devices) in a brass pipeline termination cylinder with a 12mm BS EN 13348 copper pipe for brazing to the fixed pipeline system complete with mounting boxes suitable for surface installation</td>
<td>NO</td>
<td>1</td>
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<tr>
<td>2.3 Supply and install a medical gas (Oxygen) alarm as CPX Area Alarm unit complete with a pressure transducer to monitor pipeline pressure in HDU ward and report deviations for action by user</td>
<td>NO</td>
<td>1</td>
<td></td>
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<tr>
<td>2.4 Allow for 100mm x 50mm PVC trunking to cover all the exposed exterior copper pipework</td>
<td>LM</td>
<td>10</td>
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<tr>
<td>2.5 Allow for decommissioning of an existing manifold system and make good all disturbed areas</td>
<td>Lot</td>
<td>1</td>
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<tr>
<td>SUMMARY PAGE</td>
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<tr>
<td>Sub Total 1</td>
<td>-</td>
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<tr>
<td>2.5% Contingency</td>
<td>-</td>
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<tr>
<td>Sub Total 2</td>
<td>-</td>
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<td></td>
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</tr>
<tr>
<td>16% VAT</td>
<td>-</td>
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<tr>
<td>TOTAL</td>
<td>-</td>
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</tbody>
</table>

Total amount in words:

Completion Period:

Name of Supplier:

Address:

Date:

Signature:

Company Seal/Stamp:

**NB:** Payment will be done upon successful completion of the works and Issuance of Completion certificate. Issuance of Completion certificate for payment is subject to re-measurement, quantification and verification of the works carried out at the rates in the Bills of Quantities for each item as submitted by the contractor.