

COUNTY GOVERNMENT OF NAKURU



DEPARTMENT OF HEALTH SERVICES

Tender Name: SUPPLY AND DELIVERY OF MEDICAL EQUIPMENTS

Tender No.NCG/MOH/T/7/2017-2018

Instruction to Tenderers

Agreement

Annexes

MARCH 2018

County Government of Nakuru

Department of Health Services

P.O. BOX 2870-20100

NAKURU

INSTRUCTIONS TO TENDERERS.

1 General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites Tenders for the Supply and Delivery of Medical Equipments as described in the Tender Documents.
- 1.2 Tenderers shall include the following information and documents with their Tenders, unless otherwise stated:
 - (a) Provide Tax Compliance Certificate from Kenya Revenue Authority (KRA)
 - (b) Provide Valid single business permit
 - (c) Provide Relevant Licences
 - (d) Provide Registration Certificate/Certificate of Incorporation
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 1.4 The Tenderer, at the Tenderer's own expense, responsibility and risk, shall visit and examine the Site of the delivery and its surroundings, to obtain all information that may be necessary for the preparation of the Tender and entering into a Contract for delivery of the said equipments .
- 1.5 Eligible Tenderers
 - a) The Invitation to tender is open to all Tenderers.
 - b) A Tenderer debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to submit a Tender.
 - c) If the Employer has not undertaken the prequalification of Tenderers, all Tenderers shall include the information required to satisfy the qualification criteria as determined by the Employer.
 - d) Preference where allowed in the evaluation of tenders shall not exceed 15%

1.6 Evaluation Criteria

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

MANDATORY REQUIREMENTS (MR)

Must Submit a copy of Valid Tax Compliance certificate	
Must Submit a copy of Registration Certificate/Certificate of Incorporation	
Must Submit a copy of Pin/VAT Certificate	
Must submit a copy of a Valid Business Permit	
Relevant Licences	
Must submit a registration certificate/Incorporation	
Must duly Fill the tender document	

A. TECHNICAL SCORES (TS)

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

NO.	EVALUATION ATTRIBUTE	WEIGHTING SCORE	MAXIMUM SCORE
T.S.1	Number of years in Business(attach evidence e.g LPOs or Signed Contracts)	<ul style="list-style-type: none"> • 10 years and above =10 marks • Others prorated at: $\frac{\text{Number of Years} \times 10}{10}$ 	10
T.S.2	Provide a list of clients and references to which the company has done similar supply or services in the last ten (10) years.	<ul style="list-style-type: none"> • 10 Clients with references letters from the clients - 20 marks • Others prorated at: $\frac{\text{Number of Clients} \times 20}{10}$ 	20
T.S.3	Financial Strength: Provide audited accounts for the last three years or Attach Letter of Undertaking by the firm's banker on financing.	<ul style="list-style-type: none"> • Three years audited accounts - 15 marks • One year audited accounts - 5 marks 	15
T.S.4	Physical Facilities: • Provide details of physical address and contacts - attach evidence	Details of physical address and contacts with copy of either title, lease document or latest utility bill	10
T.S.5	Organization structure and curriculum vitae of staff	Give structure with details of Responsibilities	10
T.S.6	Equipment and accessories owned assigned to contract period/Hired (motor vehicle log book)	<ul style="list-style-type: none"> • Owned equipment's(Show evidence) -15 • Hired-10 	15
T.S.7	Business Questionnaire and Form of Tender	Duly filled	10
T.S.8	Maximum accumulative volume of business in the last 2 years(Depending on complexity of the project/works)	Above-10 million-(10) 7-10 million -(7) 3-6 Million -(5) 1-3 Million -(2)	10

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

2 Tender Documents

- 2.1 The complete set of Tender documents comprises the documents listed below and any addenda issued in accordance with paragraph 2.4
 - (i) Instructions to Tenderers
 - (ii) Articles 1 to 7
- 2.2 The Tenderer shall examine all documents in the Tender documents. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.
- 2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.

3 Preparation of Tenders

- 3.1 All documents relating to the Tender and any correspondence shall be in the English Language.
- 3.2 The Tender submitted shall comprise the following:-
 - (a) The Form of Agreement;
 - (b) Priced Bill of Schedule of Rates (whichever is applicable)
 - (c) Any other documents/materials required by the Employer to be completed and submitted by Tenderers.

- 3.3 The Tenderer shall fill in rates and prices for all items provided in the schedule of requirement. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Schedule of Rates.
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of 150 days from the date of submission. However, the Employer may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers' responses shall be made in writing.

4 Submission of Tenders

- 4.1 The Tender duly completed shall;
 - (a) be submitted and deposited at the Nakuru County Headquarters tender box (located at the County Headquarter Offices)
 - (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender; and
- 4.2 Tenders shall be delivered to the Employer at the address specified not later than the time and date specified in the Invitation to Tender.
- 4.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.

Each Tenderer may submit only one Tender. Any Tenderer who fails to comply with this requirement will be disqualified.
- 4.4 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Evaluation

- 5.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of Tenders or award decisions will result in the rejection of the Tender.
- 5.2 Prior to the detailed evaluation of Tenders, the Employer shall determine if each Tender:-
 - a) Meets the eligibility criteria defined in paragraphs 1.2 and 1.5.
 - b) Has been properly signed;
 - c) Is substantially responsive to the requirements of the Tender

documents.

The Employer will reject any Tenders deemed to be non-responsive on the above criteria.

5.3 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is the one:-

- a) which affects in any substantial way the scope, quality or performance of the Works;
- b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract;
- c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail;
- (b) Where there is a discrepancy between the arithmetically correct line item Amount, resulting from the multiplication of the Unit Rate and the Quantity, and the Amount entered, the latter shall prevail and the Unit Rate shall be adjusted accordingly.
- (c) For Lump sum items, only the Amount will be considered, disregarding any filled in unit rate.
- (d) Where there is a discrepancy between the Tender Price as stated in the Form of Tender and the Tender total in the main Summary of the Schedule of requirement, the Tender Price shall prevail. The Employer shall notify the Tenderer and request that the Tenderer agrees to the Tender Price. The Unit Rate for the Items where the discrepancy occurs shall be adjusted by the Engineer. If the Tenderer fails to accept the corrected figure the Tender shall be rejected and the Tender Security shall be forfeit. Any discrepancy greater than 15% of the corrected figure shall result in rejection of the Tender and the forfeit of the Tender Security.

5.5 The Employer at his discretion may request any Tenderer for clarification of the Tender, including a breakdown of Unit Rates. The request for clarification and the response shall be in writing or electronic means.

6 Award of Contract

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated Tender Price subject to the applicable preferential scheme as stated in clause

6.2 The Employer reserves the right to accept or reject any or all Tenders and to cancel the Tendering process at any time prior to the award of the Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer(s) of the grounds for the action.

6.3 The Tenderer whose Tender has been accepted will be notified of the award prior to the expiration of the Tender validity period in writing or by electronic means. This notification (called the “Letter of Acceptance”) will state the sum (called the “Contract Price”) which the Employer will pay the Tenderer in consideration of the execution, completion, and maintenance of the Works as set out in the Contract. The Letter of Acceptance will constitute a binding Agreement, prior to the Tenderer signing the Contract Agreement.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the Tenderer. It will be signed by the Tenderer, not earlier than 14 days following the date of the Letter of Acceptance, and thereafter returned to the Employer within 14 days for signature.

Appendix to instructions to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF THE APPENDIX TO INSTRUCTIONS TO TENDERERS
1.5: Eligible Tenderers	All bidders
3.0: Format and signing of tender	All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.
1.4: Closing date	See invitation to tenderers
1.6: Evaluation and comparison of tenders	See evaluation criteria (1.6)

STANDARD FORMS

List of Standard Forms

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Performance Bond
- (viii) Bank Guarantee for Advance Payment
- (ix) Qualification Information
- (x) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (xii) Schedule of requirement

1.1 SECTION I: INVITATION FOR TENDERS

SECTION I: INVITATION FOR TENDERS DATE: 19th March 2018

TENDER REF. NO: NCG/MOH/T/7/2017-2018

TENDER NAME:

- 1.1 The County Government of Nakuru invites tenders from eligible candidates for supply and delivery of Medical Equipments
- 1.2 Bidding documents with detailed specifications may be obtained from the www.nakuru.go.ke free of charge.
- 1.3 Prices quoted should be net, inclusive of **all taxes**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.4 Duly completed tenders, marked with “**tender number**” should be submitted and dropped at the County Headquarters Tender box so as to be received on or before Wednesday 4th April 2018. Addressed to:-

“The County Secretary,
Nakuru County Government
P.O Box 2870
NAKURU”

FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ [Name of Tenderer] of
_____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of _____

[name of the Contract and identification number, as given in the Tender documents] for the

Contract Price of Kshs. _____ [amount in figures][Kenya

Shillings _____(amount in words)] in accordance with the

Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or

If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

- (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____
(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

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

Name of Applicant(s).....

Part 1: General:

1.1: Business Name

1.2: Certificate of Incorporation/Registration No:.....

1.3: Location of business premises

1.4: Plot No.

1.5: Street/Road

1.6: Postal Address

1.7: Office Tel. No.

1.8: Mobile:.....

1.9: Fax No:.....

1.10: Email Address.....

1.11: Website.....

1.13: Contact Person (Full Names).....

(a) Directors Name and Mobile

Nos:.....

(b) If not Director, Title..... Power of Attorney (Yes/No) if yes, attach written document.

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

Kshs.

1.15: Name of your bankers Branch.....

Part 2(a) - Sole Proprietor:

2a.1: Your name in full Age

2a.2: Nationality Country of origin

Citizenship details.....

Party 2(b) - Partnership

2b.1: Give details of partners as follows

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

Part 2(c) - Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company -

Nominal Kshs.

Issued Kshs.....

2c.3: Give details of all directors as follows

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

Date..... Signature of Tenderer

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

Part 3 - Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Nakuru County Government?

Yes..... No:.....

3.2: If answer in '3.1' is **YES** give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?

Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....
.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Nakuru County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....

.....
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

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

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KENYA
AND

This Contract is made this.....day of.....20.....

between County Government of Nakuru, represented by the Governor Nakuru County of P.O. Box 2870 - 20100(Hereinafter called the Employer) acting through his representative **Chief Officer, Department of Health Services, of P.O. Box 2870 Nakuru** of the one part and also of.....(Hereinafter referred to as “the Contractor”) of the other part. Whereas the Employer is desirous of maintaining the road network as described,

and has accepted the Offer of the Contractor to Supply and Deliver Medical Equipments as defined hereinafter, AND

Whereas the Contractor represented to the Employer that he has the required capacity and ability, and has agreed to execute the Works on the Terms and Conditions set forth in this Contract,for the Tender Sum of Kshs.....(words).....(figures)

SCHEDULE OF REQUIRMENT FOR MEDICAL EQUIPMENT (SCHEDULE 1)

S/NO.	ITEM	QUANTITY	COUNTRY OF ORIGIN	UNIT PRICE	TOTAL COST
1	Anaesthetic Machine	2			
2	Defibrillator	3			
3	Examination Lamps LED	8			
4	Incubators	8			
5	Standard Bed Mattresses	150			