



THE NAIROBI HOSPITAL

INVITATION TO BID

FOR

AUDIO VISUAL EQUIPMENT

REFERENCE NO: TNH/054-2/19/CONVENTION

CLOSING DATE: 21st NOVEMBER 2019

CLOSING TIME: 11.00AM EAST AFRICAN TIME

P. O. Box 30026 – 00100 GPO Nairobi • Kenya • Telephone: + 254 (020) 2 845 000 • Telefax: 254 (020) 2728003 •

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1. TERMS AND CONDITIONS

This Invitation to Bid (ITB) has been compiled by The Nairobi Hospital (TNH) and it is made available to the Bidders on the following basis.

Bidders submitting a Bid in response to this ITB are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:

- 1.1. The Nairobi Hospital reserves the right to amend, modify or withdraw this ITB or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice and without liability to compensate or reimburse any person.
- 1.2. The Nairobi Hospital reserves the right to call for supporting documentation in order to confirm any information provided by a Bidder in its Bid.
- 1.3. This ITB is not intended to form the basis of a decision to enter into any transaction involving The Nairobi Hospital, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.4. A Bid submitted in response to this ITB will constitute a binding offer which will remain binding and irrevocable for a period of six months from the date of submission to The Nairobi Hospital. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between The Nairobi Hospital and the Preferred Bidder.
- 1.5. The Nairobi Hospital will not assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the ITB.

- 1.6. Briefing Session: Should a briefing session be held, the sharing of information and clarifications of issues related to this ITB, as given by The Nairobi Hospital during such session will form part of this ITB and responses.
- 1.7. Any requirement set out in this ITB that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of The Nairobi Hospital, and save as expressly stated to the contrary, may be waived by TNH in its sole discretion at any stage in the ITB process.
- 1.8. TNH may rely on a Bid as being accurate and corporate in relation to the information and responses provided therein by the Bidders.
- 1.9. All Bids submitted to The Nairobi Hospital will become the property of The Nairobi Hospital and will as such unless otherwise stipulated on the Bid documents not be returned to the Bidder. The Nairobi Hospital will make all reasonable efforts to maintain Bids in confidence. Proprietary information should be identified as such in each Bid.
- 1.10. If The Nairobi Hospital amends this ITB, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.11. Bids shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, The Nairobi Hospital reserves the right to waive any irregularities and to award in the best interest of the hospital.
- 1.12. TNH reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities in the best interest of the hospital and will not be obliged to disclose the reasons that informed any of the decisions made.
- 1.13. Bids may be rejected, among other reasons, for any of the following specific reasons:
 - 1.13.1. Bids received after the closing date and time as specified.
 - 1.13.2. Unbalanced value of any items.

- 1.13.3. If the documents requested for in the ITB document are missing, this may include company registration, tax registration and other valid essential certificates.
- 1.13.4. Bid documents not initialed on every page
- 1.13.5. Bid containing irregularities.
- 1.13.6. Reason for believing collusion among Bidders.
- 1.13.7. The service provider(s) being in arrears on any existing contract or having defaulted on previous contracts.
- 1.14. The Nairobi Hospital reserves the right to require that any Bidder provide a formal presentation of its Bid at a date and time to be determined by The Nairobi Hospital. TNH shall provide all instructions and clarification regarding the purpose and scope of the demonstration. All expenses must be borne by the Bidder.
- 1.15. All costs associated with the preparation and submission of a Bid will be borne by the Bidder(s). The costs shall not be chargeable to The Nairobi Hospital by the successful or unsuccessful Bidder(s).
- 1.16. This document is released for the sole purpose of responding to this ITB and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this ITB is strictly prohibited.
- 1.17. All Bids must be formulated and submitted in accordance with the requirements of this ITB.

2. INVITATION TO BIDDER

1.1 Intent

The Nairobi Hospital wishes to invite you to bid for **AUDIO VISUAL EQUIPMENT** as per the attached specifications. The quotation should be in Ksh. VAT inclusive.

You are required to complete the forms provided, provide catalogues of the equipment quoted for as the Technical and Financial Bids and upload them as one combined document clearly marked in the subject line:

TECHNICAL & FINANCIAL BID: AUDIO VISUAL EQUIPMENT - REF. NO. TNH/054-2/19/CONVENTION

and send them to tnhbidsreceipt@nbihosp.org not later than **21ST NOVEMEBR 2019 11.00 East African Time.**

Alternatively, The Technical Bid & Financial Bid should be enclosed in 1 envelope clearly marked **TNH/054-2/19/CONVENTION - TECHNICAL AND FINANCIAL BID FOR AUDIO VISUAL EQUIPMENT**, and deposited in the Tender Box, Procurement Office, Corporate Centre, 2nd Floor.

3. TERMS OF REFERENCE

The Nairobi Hospital is a leading healthcare institution in the region and is located in Nairobi. The Hospital is expanding significantly and our commitment is to give professional high quality healthcare services to our clients and customers.

To further enhance this capability, the Hospital wishes to engage a reputable company for Upgrade of Switches

Details of requirements are specified below.

Item Description	Qty	Specifications
Video Camera with Tripod Stand	1	Sony HXR-NX100 with TR-472 DSLR Camera Tripod Stand.
Presentation Scaler {T-bar Controller}	1	Kramer VP-772T T-Bar Controller. Must Have 4HDMI inputs and at least 2 HDMI outputs
Giant Electronic Dash Board Meeting Room Manager including 65" Television	2	<ul style="list-style-type: none">• Samsung 65" PM55H Large Format Smart Signage Display and• Otrum Digital Signage software including Subscription for 2 years
Via Go Wireless Presentation	4	Kramer Via Connect Plus ISE 2018
Speech Recorders	2	Sony ICD-PX470
Fog Machine	1	Capable of Output power 1500watts, Fog Output Approx. 560m ³ /Min
Confetti Launcher Machine	1	Continuous flow, Up to 8m distance, Tissue 1/2 kg per minute. Metallic 1 kg per minute (average rate) Swirl/Cannon.

4. EVALUATION CRITERIA

Technical Bid:

The technical Bids shall be evaluated based on their responsiveness to the Terms of Reference (TOR)-Requirements.

Preliminary Evaluation (Mandatory requirements)

A preliminary evaluation shall be conducted to determine whether the bidder has submitted the following mandatory documents/requirements. Where a bidder fails to submit any of the listed documents/requirements, the bidder shall be automatically disqualified and shall not proceed to the technical& financial evaluation stage. The Nairobi Hospital reserves the right to seek clarification from the bidder regarding submission/ non-submission of the documents listed below from the bidders.

1. Certificate of incorporation
2. KRA PIN certificate
3. **Valid** tax compliance certificate
4. Audited financial statements for the last 3 consecutive financial years
5. Form of confidentiality agreement filled, signed and stamped
6. Form of Invitation to Bid filled, signed and stamped
7. Confidential business questionnaire filled, signed and stamped

The preliminary evaluation scoring shall be carried out according to the table below.

Area	Criteria	Assigned Weight
Preliminary evaluation	Compliance evaluation Vendors who do not comply with the following mandatory requirements will be eliminated at this stage: <ul style="list-style-type: none">• Copy of valid company's Certificate of Incorporation/Registration• KRA PIN Certificate• Copy of valid Tax Compliance Certificate• Last three (3) consecutive years' audited financial statements	Elimination Yes/No

	<ul style="list-style-type: none"> • Form of confidentiality agreement filled, signed and stamped • Form of Invitation to Bid filled, signed and stamped • Confidential business questionnaire filled, signed and stamped 	
Technical	Functional Requirements - Adequacy of the quoted equipment in responding to the technical specifications provided. Relevant product datasheets must be attached.	Compliant/ Not Compliant

Award criteria:

Award will be to the most technically compliant and competitive offer.

5. INSTRUCTIONS TO BIDDERS

The following General Instructions should be read carefully **prior** to completing your Bid, together with any special instructions specific to this ITB.

1. Submission

Upon completion, your Bid is to be returned as stated in the Invitation communication. **Bids and/or amendments delivered after the stipulated time and date of receipt may not be considered and may be returned to the Bidder unopened.**

2. Integrity

Your Bid shall be bona fide and you must not have fixed or adjusted your rates in conjunction with any third party, nor communicated your rates to any third party not directly involved in the preparation of your Bid.

3. Confidentiality

We will use our best endeavours to preserve the confidentiality of information supplied by yourself but may on occasion have to supply details to Government bodies or Co-Venturers and will do so as required.

You are required to keep the details of the Invitation to Bid confidential and not to communicate them to any person, not directly involved in the preparation of your Bid.

4. Information and Clarity

Your Bid document must be completed in **type or black/blue ink.**

5. Currency and Validity of Rates

All sums are to be quoted in Kenya Shillings (Ksh), and shall include VAT. Unless adjustment is provided for in the Contract, all sums are to be fixed for the duration of any contract awarded on the basis of your Bid.

6. Amendment to Documentation by Bidder

No alteration should be made to any document issued in the ITB without obtaining clearance in writing, from the Finance Director of The Nairobi Hospital. Where you consider there has been an omission or error you should inform The Nairobi Hospital immediately in writing.

7. Validity of Bids

Your Bid must remain valid for acceptance by us for a period of six months from the date set for receipt of Bids by The Nairobi Hospital.

8. Combination of Technical and Financial Bid

Submission of Bids will comprise 1 combined document carrying the Technical and Financial Bids.

9. Communication

Where any communication requires clarification by or additional information from The Nairobi Hospital the request **must be received by TNH at least 5 calendar days prior to the date for closure of ITB** addressed to wycliffetoo@nbihosp.org The Nairobi Hospital will advise all Bidders of its response to any such requests where appropriate.

10. Safety

It is the policy of The Nairobi Hospital to promote the highest standards of safety and training in respect of its operations. The Nairobi Hospital requires a similar high standard and commitment from suppliers engaged to carry out work or services for it.

In furtherance of this requirement you should be aware that your standard for, and commitment to, safety and training will be taken into consideration during evaluation of responses to ITBs for the supply and/or services, and if awarded a contract, you will be expected to co-operate with THE NAIROBI HOSPITAL on all safety related issues.

11. Corrupt or Fraudulent Practices

The Nairobi Hospital requires that Bidders to observe the highest standard of ethics during the procurement process and execution of contracts.

The Nairobi Hospital will reject a Bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

12. Bid acceptance

The Nairobi hospital reserves the right to accept or reject a Bid either in full or partially and will not be bound to give reasons for whatever decision it deems fit.

6. FORM OF CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made on **21st November, 2019** between THE NAIROBI HOSPITAL having its principal place of business at P.O. Box 30026, Nairobi, Kenya (hereinafter called "TNH") acting on behalf of participants on one part and

_____ of P. O. Box
_____ whose principal place of business is situated at
_____ (hereinafter called "BIDDER") on the other part.

WHEREAS The Nairobi Hospital is seeking Bids in anticipation of awarding a contract for the **Audio Visual Equipment** (hereinafter called "Services") relating to the invitation reference: **TNH/054/19/CONVENTION** (hereinafter called "the Invitation") and wishes to disclose certain technical or other information to BIDDER whether verbal or written or in whatever other form relating thereto, including the invitation itself, (hereinafter "Information") and TNH wishes to preserve the confidentiality of such Information.

And whereas BIDDER wishes to submit a response (hereinafter called "Bid") for the said Services.

NOW THEREFORE it is agreed as follows:

1. BIDDER undertakes to use information solely in connection with the preparation of the Bid and to treat the information as confidential and proprietary in nature whether or not information may be so marked or designated. BIDDER shall take all reasonable precautions to safeguard the confidentiality of information so as to prevent any unauthorized person or entity from having access to such Information.
2. Information shall only be disclosed to such of BIDDER 's directors, officers and employees who need to have access thereto. BIDDER shall ensure that such directors, officers and employees are made aware of this Agreement and BIDDER shall use its best endeavors to ensure that they comply therewith.
3. Notwithstanding the provisions of Clauses 1 and 2, above, BIDDER may disclose the Information to its Affiliates, appointed agents, consultants or prospective subcontractors provided that such disclosure shall be solely for the purpose of Bid preparation.

In this clause, "Affiliate" means in relation to BIDDER, any company which is a subsidiary of BIDDER or a company of which BIDDER is a subsidiary or a

company which is another subsidiary of a company of which BIDDER is a subsidiary.

4. The parties acknowledge that no warranty or representation is given or implied as to the accuracy or completeness of the Information, all and any of which shall remain the property of The Nairobi Hospital. BIDDER shall, as soon as TNH may request in writing, return or destroy, and/or, as the case may be, procure the return to TNH for destruction of all and any information if so requested.
5. BIDDER shall not copy by any means whatsoever Information, except as may be reasonably necessary for the pursuance of preparation of the Bid.
6. BIDDER shall not make issue or release any public announcement or statement regarding the Invitation, the ITB, the Bid, any subsequent award of Contract or this Agreement or anything pertaining thereto without the express prior permission in writing of TNH and its prior approval in writing to the text of the proposed announcement.
7. Notwithstanding the foregoing, the provisions of this Agreement shall not apply to Information which:
 - a) Is, at the time of receipt by BIDDER otherwise than in consequence of breach by BIDDER, or
 - b) BIDDER can demonstrate that it was in possession of and at its free disposal prior to the date hereof, or
 - c) BIDDER is required to disclose by any applicable law, decree, regulation or rule.
8. BIDDER undertakes to return the whole of the documents comprising the Invitation, and any copies thereof, in the event that a Bid is not submitted.
9. The provisions of this Agreement shall remain in full force and effect until the earlier of:
 - a) Six months from the date of this Agreement, or
 - b) The award of contract between the parties for the Services.
13. This Agreement shall be governed by and construed in all respects by Kenya Law and the Kenya Courts shall have exclusive jurisdiction to hear disputes hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on their behalf the day and year first above written.

FOR AND ON BEHALF OF TNH

FOR AND ON BEHALF OF BIDDER

SIGNATURE: _____

SIGNATURE: _____

NAME: **Dr. Christopher Abeid**

NAME: _____

TITLE: **Ag. Chief Executive Officer**

TITLE: _____

DATE: **21st November 2019**

DATE: _____

7. TECHNICAL BID

Notes on the preparation of the Technical Bids

- i. In preparing the technical Bid the Bidder is expected to examine all terms and information included in this ITB document. Failure to provide all requested information shall be at the Bidder's own risk and may result in rejection of the Bid.
- ii. The technical Bid shall provide all required information and any necessary additional information.
- iii. The technical bid shall include brochures of the equipment quoted for or detailed specifications
- iv. The following information must be provided by the Bidder:
 - a. Registered name and address.
 - b. Company profile
 - c. Copies of Company registration documents, business licenses, tax registration and valid tax compliance certificate as listed on the evaluation criteria.
 - d. List of at least 3 similar sized organizations for which the firm has supplied the similar goods/services over the last 3 years including contact details of key persons.
 - e. Completed form of confidentiality agreement
 - f. Completed form of Invitation to Bid
 - g. Completed confidential business questionnaire
 - h. Copies of certificates and recommendations where available.
 - i. Audited accounts for the last 3 consecutive years.
 - j. Delivery lead-time

8. FINANCIAL BID

Notes on the preparation of the Financial Bid

- a) The Financial Bid must show the **unit cost of each equipment** indicated in the financial bid format below.
- b) The Financial Bid should show breakdown of all additional costs involved where applicable.
- c) Summary of Costs in the financial Bid shall be inserted on the Financial Bid Summary format and shall be VAT inclusive.
- d) The financial Bid shall be in Kenya Shillings and shall take into account the tax liability.
- e) The financial Bid should be adequately detailed to enable evaluation.
- f) The financial bid shall indicate the delivery lead-time
- g) The financial bid shall indicate payment mode and payment terms

Financial Bid Format

Item Description	Qty	Unit Cost VAT Incl.	Total Cost VAT Incl.
Video Camera with Tripod Stand	1		
Presentation Scaler {T-bar Controller}	1		
Giant Electronic Dash Board Meeting Room Manager +55/65" TVS	2		
Via Go Wireless Presentation	4		
Speech Recorders	2		
Fog Machine	1		
Confetti Launcher Machine	1		

Below is a financial Bid format that must be filled and submitted together with the detailed breakdown of costs.

Financial Bid Summary format

NO	DESCRIPTION	UNITS	BIDDERS RESPONSE
(1)	Total Cost of Equipment VAT Incl	Kshs.	
(2)	Total Additional Costs VAT Incl (where applicable)	Kshs.	
(2)	Delivery lead-time	Weeks	
(3)	Payment Terms		
(4)	Mode of Payment		

We hereby quote the above rates in Kshs. (VAT Inclusive) for Upgrade of Switches.

Name: _____

Sign: _____

Date: _____

9. FORM OF INVITATION TO BID

The Chief Executive Officer
The Nairobi Hospital
P.O. Box 30026 - 00100,
NAIROBI, KENYA

Dear Sir,

**RE: INVITATION TO BID FOR AUDIO VISUAL EQUIPMENT - REFERENCE NO:
TNH/054-2/19/CONVENTION**

We have examined the documentation issued to us in connection with the above Invitation to Bid, namely:

1. Terms and Conditions
2. Invitation to Bidder
3. Terms of Reference
4. Evaluation Criteria
5. Instruction to Bidders
6. Form of Confidentiality Agreement
7. Technical Bid
8. Financial Bid
9. Form of Invitation to Bid
10. Confidential Business Questionnaire

and offer to provide the services set out in said documentation in strict accordance therewith and to the entire satisfaction of The Nairobi Hospital at the rates set out in our Bid.

Until a formal contract is executed between us, this Invitation to Bid and your written acceptance thereof shall constitute a binding contract between us.

We understand that The Nairobi Hospital may accept whole or part of our Bid, but does not bind itself to accepting the lowest or any Bid and that it will not pay for any costs incurred by us in the preparation of our Bid.

SIGNATURE: _____

DATE: _____

NAME: _____

COMPANY: _____

TITLE: _____

10. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road.....</p> <p>Postal address Tel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time - Kshs.</p> <p>Name of your bankers</p> <p>.....</p> <p>Branch</p>

	<p align="center">Part 2 (a) - Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p align="center">Part 2 (b) - Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
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4.																		
	<p align="center">Part 2 (c) - Registered Company</p> <p>Private or Public</p>																				

	<p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="267 420 357 451">Name</th> <th data-bbox="552 420 714 451">Nationality</th> <th data-bbox="860 420 1128 451">Citizenship details</th> <th data-bbox="1250 420 1347 451">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 483 341 514">1.</td> <td colspan="3" data-bbox="365 483 1445 514">.....</td> </tr> <tr> <td data-bbox="316 535 341 567">2.</td> <td colspan="3" data-bbox="365 535 1445 567">.....</td> </tr> <tr> <td data-bbox="316 598 341 630">3.</td> <td colspan="3" data-bbox="365 598 1445 630">.....</td> </tr> <tr> <td data-bbox="316 661 341 693">4.</td> <td colspan="3" data-bbox="365 661 1445 693">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.			2.			3.			4.		
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	<p>Date.....Signature of Candidate.....</p>																				