

# **RE-ADVERTISEMENT TENDER NOTICE**

## SUPPLY AND DELIVERY OF LAPTOPS

Amref Health Africa in Kenya

TENDER NO. AMREF /04/09/2024/018-01

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### PART A: TECHNICAL REQUIREMENTS

### **SECTION 1: Invitation to Tender**

1. Amref Health Africa invites sealed bids from eligible candidates for the supply and delivery of laptops as listed below.

Description	Qty	UOM	<b>Delivery Location</b>
Supply and Delivery of Core i5 Laptops	190	Pieces	Amref Health Africa Kenya Country Office- Nairobi along
			Langata Road

- 2. Interested eligible bidders may obtain further information from the **Amref Health Africa** website www.amref.org
- 3. Complete sets of tender documents can be downloaded from Amref Health Africa website; <a href="http://amref.org/tenders/">http://amref.org/tenders/</a> by interested bidders upon payment of non-refundable fee of Ksh.2,000. The payment should be made through the following Bank account(s): Kenya Commercial Bank, Kipande House Branch, Account No: 1111429243 OR National Bank of Kenya, Wilson Branch, Account No: 01020058235400 or via MPesa Paybill 890750, Account AMREF /04/09/2024/018-01
- 4. Candidates will then attach the mobile money/original banking or deposit slip to the tender documents as proof of purchase.
- 5. Completed tender documents for preliminary and technical requirements are to be enclosed in a plain envelope marked with the tender reference number and tender name. Within the single outer envelope, the financial bid MUST be in a separate envelope marked with the tender reference number, tender name, vendors name and vendors contact details. The financial bid will only be opened for those bidders who will have qualified in the technical evaluation. Please note that only one complete tender document is required (Do not provide additional copies).
- 6. Tenders must be delivered to the address below not later than **Thursday 06<sup>th</sup> February 2025** at 12.00 noon and must be accompanied by a tender security of **Kshs 260,000.00** in the Currency specified in the tender document in the form of a bank guarantee from a reputable bank and must be delivered with the Tender Documents in the technical bid, (tender securities from insurance companies will **NOT** be accepted). The tender security validity period from date of closing tender should also be indicated.
- 7. Interested eligible bidders are also invited to a pre-bid conference on **Monday 27<sup>th</sup> January 2025** starting at **10.00 a.m.** To access the link for registration of pre-tender conference, log onto the Amref Health Africa website; <a href="http://amref.org/tenders">http://amref.org/tenders</a>

- 8. Tenders should be dropped at the **Amref Health Africa-KCO Tender Box** at the **Main Reception**. Tenders will be opened at 12 noon on the closing date in the presence of the Tenderers' representatives who choose to attend at the Amref Health Africa Large Lecture room. Electronic bidding will not be permitted. **No bids will be accepted after 12 noon on the closing day.**
- 9. Prices quoted should be inclusive of VAT and all other applicable taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender. The prices in your financial quotation should be broken down as follows: (Do not key in your financial quotation in this section)
  - (i) Unit price
  - (ii) 16% VAT
  - (iii) Other applicable taxes
  - (iv) Transport Cost
  - (v) TOTAL Cost

NOTE: Global Fund grants are tax exempt. Bidders will be required to submit quotations inclusive of 16% VAT. Payment(s) to the successful bidder(s) shall be made in total exclusive of VAT and tax exemption certificate will be issued accordingly. Successful applicants shall be required to submit proforma invoice and valid tax compliance certificate upon receipt of LPO for processing of specific VAT exemption certificate.

### **SECTION 2: Instructions to Tenderers**

# 2.1 Eligible Tenderers.

- 2.1.1 This Invitation for tender is open to all eligible tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices.
- 2.1.3 Bidders whose bids are wrongly marked/labelled shall be disqualified.

# 2.2 Cost of tendering.

2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its bid. Amref Health Africa or its agents, will under no circumstance be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

### 2.3 Specific Instructions

- 2.3.1 Bidders must quote for all items and quantities as indicated in the tender document in order to qualify for evaluation.
- 2.3.2 The final bound tender document must be serially paginated (All pages in the document from top page (immediately after top cover) to the last page (one before back cover) including table of content, separators, brochures, bank deposit slip and any other attachments) in a continuous ascending order from the first page to the last in this format; 1,2,3.....n where n is the last numerical page number.
- 2.3.3 The bid document and all attachments (brochures, datasheets, catalogues etc) shall be in English

### 2.4 Amendment of documents

- 2.4.1 At any time prior to the deadline for submission of tenders, Amref Health Africa for any reasons, whether at its initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendments.
- 2.4:2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.4:3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Amref Health Africa at its discretion may extend the deadline for the submission of tenders.

#### 2.5 Tender Prices and Currencies

- 2.5.1 The tenderer shall indicate on the appropriate Price Schedule, the unit prices inclusive of all taxes and the total tender price of the items proposed to be purchased under the contract.
- 2.5.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subjected to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.5.3 The price quoted shall be in Kenya Shillings.

#### 2.6 Validity of Tenders

- 2.6.1 Tenders shall remain valid for 90 days after the date of tender opening prescribed by Amref Health Africa, pursuant to paragraph 2.10. Tenders valid for a shorter period shall be rejected by Amref Health Africa as non-responsive.
- 2.6.2 In exceptional circumstances, Amref Health Africa may solicit the tenderers' consent to an extension of the period of validity. The request and the responses thereto shall be made in

writing. The tenderer may refuse the request. A tenderer granting the request will not be required nor permitted to modify its tender.

# 2.7 Sealing and Marking of Tenders

2.7.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "DO NOT OPEN BEFORE 12 noon on Thursday 06<sup>th</sup> February 2025.

#### 2.8 Deadline for Submission of Tenders

2.8.1 Tenders must be received by Amref Health Africa at the address specified not later than 12 noon, on Thursday 06<sup>th</sup> February 2025.

### 2.9 Modification of Tenders

- 2.9:1 The tenderer may modify or withdraw its tender after the tender's submission provided that written notice of the modification, including substitution of withdrawal of the tenders, is received by Amref Health Africa prior to the deadline prescribed for submission of tenders.
- 2.9:2 The tenderer modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.10:1. A withdrawal notice may be sent by email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tender.
- 2.9:3 No tenderer may be contacted after the deadline for submission of tenders.

#### 2.10 Withdrawals of tender

- 2.10:1 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.
- 2.10.2 A bidder who withdraws its tender after the deadline for submission will forfeit its bid security deposit

### 2.11 Opening of tenders

- 2.11:1 Amref Health Africa will open all tenders in the presence of tenderers' representatives who choose to attend at **12 noon, on Thursday 06<sup>th</sup> February 2025** and in the location specified in the tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 2.11:2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as Amref Health Africa, at its discretion may consider appropriate, will be announced at the opening.
- 2.11:3 Amref Health Africa will prepare a tender opening report.

#### 2.12 Clarification of tenders

- 2.12:1 To assist in the examination, evaluation and comparison of tenders Amref Health Africa, at its discretion, may 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 of the tender shall be sought, offered, or permitted.
- 2.12:2 Any effort by the tenderer to influence Amref Health Africa in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

### 2.13 Evaluation and Comparison of tenders

- 2.13:1 Amref Health Africa will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required securities/tender purchases have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination, a tender that will be determined to be substantially non-responsive will be rejected by Amref Health Africa.
- 2.13:2 Amref Health Africa will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 2:13:3 Amref Health Africa will notify bidders who will be required to provide samples in good time with specific sample submission details following finalization of the preliminary evaluation.
- 2.13:4 Amref Health Africa will ensure that the submitted samples are catalogued accordingly and correspond to the assigned bid number(s). The tenderers should ensure that all their samples have been captured correctly.

#### 2.14 Notification of Award

- 2.14:1 Prior to the expiration of the period of tender validity, Amref Health Africa will notify the successful tenderer in writing that the tender has been accepted.
- 2.14:2 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

# 2.15 Appeal Period

2.15:1 Any vendor/service provider who wishes to appeal against the outcome of the tender shall do so in writing within 3 working days of the date of the notification/regret letter. Any letter received after the third day shall not be responded to and shall be treated as null and void. Amref Health Africa shall have dispensed with this procurement.

### 2.16 Contacting Amref Health Africa

- 2.16:1 No tenderer shall contact Amref Health Africa on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.16:2 Any effort by a tenderer to influence Amref Health Africa in its decisions on tender evaluation, tender evaluation committee, or contract award will result in the rejection of the tenderer's tender.

### 2.17 Leadtime and delivery details

- 2:17:1 The supplier should be able to deliver the items they have quoted for as specified in this tender document.
- 2:17:2 The supplier should include delivery schedule with lead times.
- 2:17:3 On arrival the supplies should be free from damage. The supplier shall be liable for all losses due to insufficient or unsuitable packing and delivery arrangements and shall be liable for the cost of returning any unacceptable supplies.
- 2:17:4 The supplies must be free from objectionable matter and any substances that would represent a hazard to health.

## **SECTION 3: Eligibility Requirements and Technical Specifications**

## **Supply and Delivery of Laptops**

## A: Preliminary Evaluation Criteria

Bids will be evaluated based on the below criteria.

Bids **lacking any of the documents** below will be considered as non-responsive and therefore will be eliminated at this stage.

	PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS						
	Mandatory Requirements						
No.	Particulars	Marks	Compliant	Non- compliant			
1.	Copy of Certificate of Incorporation/Certificate of Registration	1 or 0					
2.	Copy of valid KRA Tax Compliance certificate	1 or 0					
3.	Must attach Mobile money deposit receipt/original banking deposit slip as proof of purchase of tender documents	1 or 0					
4.	Must provide a copy of valid business Trading License	1 or 0					
5.	A current CR12 from the Registrar of Companies (generated within the last 12 months - as from <b>December 2023 to date</b> ) or copies of identification cards for Sole Proprietors/Partnerships. (Must Specify the shareholding)	1 or 0					
6.	Must provide Manufacturer's certificate (if bidding as the manufacturer) or Manufacturer's authorization certificate (if not the manufacturer)	1 or 0					
7.	Must provide tender security from a reputable bank amounting to <b>KES 260,000.00</b> (Original Tender security must be attached) valid until <b>Tuesday 05</b> <sup>th</sup> <b>August 2025</b>	1 or 0					
8.	Must submit copies of the most recent 2 sequential audited financial reports (not older than 2021) and each must be signed and dated by the auditor and the firms Directors.  (Both reports must have unqualified/unmodified auditor's opinion).	1 or 0					
9.	<b>ENSURE</b> that all pages are sequentially paginated in the format 1, 2,3 starting with 1 on the top page (see details of pagination and binding on sections 2.3.1 and 2.3.2 of the tender document).	1 or 0					

Note 1: All the above documents numbered 1 to 9 should be packaged and arranged in that order under the preliminary evaluation criteria section of the tender document.

Note 2: The document should be bound by tape. Spiral binding is discouraged.

# **B:** <u>Technical Evaluation Criteria</u>

	<b>Detailed technical Speci</b>	Max	Score					
		ical Specifications for the following items;						
	(Attach brochures and/or manuals and datasheets from the							
	manufacturer to support	the specifications below)	19 or 0					
1.								
	Feature	Technical Specification						
	Processor Options	Preferred: 11th Generation or higher Intel® Core <sup>TM</sup> i5 (1 Mark)						
	Operating System	Pre-installed Microsoft® Windows® 11 Professional (1 Mark)						
	Memory (RAM)	16GB DDR4 or higher (1 Mark)						
	Storage	256GB SSD (Solid State Drive) or higher (1 Mark)						
	Graphics	Integrated: Intel® Iris® Xe Graphics Intel® or integrated Intel® UHD graphics or equivalent  (1 Mark)						
	Display Options	13-15 inch FHD 1080P (1920x1080) or higher resolution with Anti-Glare Display (1 Mark)						
	Battery Options	At least 40 Wh Lithium-Ion battery with fast charging support (1 Mark)						
	Power Options	Minimum: 45-Watt AC Adapter (1 Mark)						
	Connectivity	Wi-Fi 6 (802.11ax) and Bluetooth 5.1 or higher (1 Mark)						
		Ethernet: 10/100/1000 Gigabit Ethernet (1 Mark)						
	Ports, Slots and Chassis	Minimum: 1 x USB 3.1 Type-A, 1 x USB Type-C (1 Mark)						
		HDMI 1.4 or higher (1 Mark)						
		3.5mm headphone/microphone combo jack (1 Mark)						
	Keyboard and Input Devices	Full-sized QWERTY keyboard (1 Mark)						
	XV/ 1 1 A 1'	Multi-touch touchpad (1 Mark)						
	Webcam and Audio	Integrated HD webcam (720p or higher) (1 Mark)						
		Microphone (1 Mark)						
		Stereo speakers with high-definition audio (1 Mark)						
	Warranty and Support	At least 1-year manufacturer warranty with onsite support (1 Marks)						

2.	Provide a commitment letter to provide pre-installed Office Productivity	3				
	Suite (At least Microsoft Office 2021) with perpetual licenses for all the					
	laptops to be supplied					
	<ul> <li>Provided (3 Marks)</li> </ul>					
	<ul> <li>Not Provided (0 Marks)</li> </ul>					
3.	Indicate lead time for delivery of the Core i5 laptops;	10				
	a) Less than 2 weeks (10 marks)					
	b) 3-4 weeks (5 marks)					
	c) 5-6 weeks (2 marks)					
	d) Exceeding 6 weeks (1 mark)					
	e) Not Included (0 marks)					
4.	Provide proof of supply and delivery of laptops or related ICT	10				
	equipment in the recent past (2021 to date) specifying the value					
	(Attach Purchase orders/contract/invoice)					
	<ul> <li>Above Kshs. 20M - 10mks</li> </ul>					
	<ul> <li>Above Kshs 10M up to Kshs 20M- 5mks</li> </ul>					
	<ul> <li>Orders below Kshs 10M - 2mks</li> </ul>					
	<ul> <li>No proof of supplies – 0mks</li> </ul>					
	TOTAL	42 MKS				
-	y bidders who will score at least 29 marks and above shall proceed to the uation	he next stage	of			

Note: Bidders who will not meet the passmark above will be considered non-responsive and will not proceed to the next stage of evaluation.

# **SECTION 4: 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.

	Γ <b>1- GENERA</b> ess Name			
Locati	on of Business	s premises:		
Count	ry/Town			
Postal	Address			
Code			Town	
Tel No	0			
E-mai	1		Fax	
Nature	e of Business			
Part 2	2 (a) – INDIVI	DUALS		
Your l	Name in full			
Nation	nality	• • • • • • • • • • • • • • • • • • • •	Country of Origin	•••••
Citize	nship details			
PART	T 2 (b) – PAR	TNERSHIP		
Name	Nati	onality	Citizenship Details	Shares
1.	•••••			••••••
2.	•••••			•••••
3.	•••••			•••••
PART	Γ 2 (c) – <b>REGI</b>	STERED COMPAN	NY	
Private	e or Public	•••••		•••••
State t	the nominal an	d issue capital of the o	company	•••••
Nomin	nal Ksh	•••••		•••••
Issued	l Ksh	••••••		••••••
Give d	letails of all di	rectors as follows:		
	Name	Nationality	Citizenship Details	Shares
1.	•••••			
2.	•••••			
3.	•••••	•••••	•••••	•••••

# **SECTION 5: Tender security form** Tender no. Amref ..... SUPPLY AND DELIVERY OF LAPTOPS To: Amref Health Africa WHEREAS [insert: name of Tenderer] (hereinafter called "the Tenderer") has submitted its tender dated [insert: date of tender] for the performance of the above-named Contract (hereinafter called "the Tender") KNOW ALL PERSONS by these present that WE [insert: name of bank] of [insert: address of bank] (hereinafter called "the Bank") are bound unto [insert: name of Purchaser] (hereinafter called "the Purchaser") in the sum of: [insert: amount], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this [insert: number] day of [insert: month], [insert: year]. THE CONDITIONS of this obligation are the following: 1. If, after the tender submission deadline, the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer in the Tender Form, or ii. does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or does not at all reply to the Purchaser's requests for clarification iii. 2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity fails or refuses to sign the Contract Agreement when required; or (a) Fails or refuses to issue the performance security in accordance with the (b) Instructions to Tenderers. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions. This guarantee will remain in full force up to and including Tuesday 05th August 2025 and any demand in respect thereof must reach the Bank not later than the above date. Note: A bidder who withdraws its tender after the deadline for submission will forfeit its bid security

deposit

For and on behalf of the Bank

Signed: \_\_\_\_\_ Date: \_\_\_\_

### **SECTION 6: Manufacturer's Authorization Form**

(Must be on Manufacturer's or Producer's letterhead)

For and on behalf of the Manufacturer or Producer

To. Amref Health Africa, Opposite Langata Road Primary School, P.O Box 30195-00100 Nairobi, Kenya

Dear Sirs,

WHEREAS [ insert: name of the manufacturer or producer] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [ insert: name and/or description of the Goods requiring this authorization] (hereinafter, "Goods") having production facilities at [ insert: address of factory] do hereby authorize [ insert: name and address of Tenderer] (hereinafter, the "Tenderer") to submit a tender, and subsequently negotiate and sign the Contract with you against [ insert: the specific tender name and tender number] For supply of laptops and related items, including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these tender documents.

Signed:	
Date:	

In the capacity of [insert: title, position, or other appropriate designation] and duly authorize to sign this Authorization on behalf of [insert: name of manufacturer or producer]

NOTE: Manufacturer's Authorization must be ON LETTER HEAD and addressed to Amref Health Africa and must be specific to the tender and item and signed by an authorized signatory. - MANDATORY

# **SECTION 7 References**

BANKREFERENCES					
BANK HOLDING MAIN ACCOUNT					
Bank name and address					
Name of account					
Account number	How long open?				
COMMERCIAL REFEREN	CES				
Provide names and contract to perform against similar con	details of two customers who may be approached to verify your capacity ntracts.				
LOCAL/INTERNATIONAL	L TRADE REFERENCE – CUSTOMER 1				
Name and address					
Activity	Period of relationship				
Contact name	Fax no.				
Telephone No.					
LOCAL/INTERNATIONA	L TRADE REFERENCE – CUSTOMER 2				
Name and address					
Activity	Period of relationship				
Contact name	Fax no.				
Telephone No.					

# **SECTION 8 Delivery schedule of goods**

DESCRIPTION	QTY	UNIT OF MEASURE	DELIVERY LOCATION
Supply and Delivery of Core i5 Laptops	190	Pieces	Amref Health Africa Kenya Country Offices

# PART B: FINANCIAL REQUIREMENTS

# PLEASE PROVIDE THIS IN A DIFFERENT ENVELOPE

## **SECTION 1 Price schedule**

NO	TENDERERS NAME	SPECIFICATIONS	TENDER NUMBER	QTY	UNIT PRICE	VAT	TOTAL	REMARKS
1								
		TOTAL						

# **SECTION 2 Delivery leadtime**

NO	TENDERERS NAME	SPECIFICATIONS	TENDER NUMBER	QTY	DELIVERY LEAD TIME	REMARKS
1						
		TOTAL				

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

Currency	GRAND TOTAL BID PRICE	In Figures
		In Words
Bidder's Name and Address	Date	Signature and Stamp

Note: Indicate breakdown of all taxes.

# **DECLARATION**

I/We have completed this form (s) accurately at the time of reply and it is agreed that all responses ca	ın be
substantiated, if requested to do so, and that any inaccuracy in the information filled herein will lea	ad to
disqualification of the tenderer.	

For and behalf of:		
Name:		
Date:	Signature	

# **DELIVERY COMMITMENT FORM**

I/We [i	nsert:	tender	er's 1	name]	ackn	owledg	e the	deliv	ery	schedul	e abov	ve for	the	proc	ureme	nt of	[inser	t:
descripi	tion] a	nd do	hereb	y com	mit o	urselve	s that	we s	hall	deliver	these	goods	with	nin [i	insert:	timel	ines] a	as
stipulate	ed in tl	his tend	der do	cumer	ıt.													

For and behalf of:		
Name:		
Date:	Signature	

### **ANNEX 1 Stages of Tender**

#### **PART A**

### A. Preliminary Evaluation

Tenderers are required to comply with mandatory requirements

✓ Bidders who shall not provide any of the documents shall be considered non-responsive and shall not proceed to the next stage(s) of evaluation

#### **B.** Technical Evaluation

## i. **Documents Examination**

✓ Bidders who will not meet the passmark(s) as specified shall be considered non-responsive and shall not proceed to the next stage(s) of evaluation

#### ii. **Product Evaluation**

✓ The technical evaluation shall involve the product evaluation and or samples where applicable

#### **PART B**

- Financial Evaluation & Delivery lead time evaluation
  - ✓ Tenderers who are successful at preceding stages shall have their prices and delivery period compared and award recommended to the lowest evaluated responsive bid.

#### Contracting

✓ If accepting of the offer, the successful bidder shall be contracted per the sample standard agreement accessible on the Amref website.