


<p><u>PROCURING ENTITY</u></p>	 <p>KENYA GOOD NEIGHBORS, P.O BOX 1641-00621, NAIROBI KENYA. EMAIL kenya@goodneighbors.org</p>
<p><u>TENDER NO:</u></p>	<p>KGN/SSD/003/2023</p>
<p><u>TENDER NAME</u></p>	<p>SUPPLY AND DELIVERY OF 4,218 PACKAGES OF FOOD ITEMS TO 1) BISSIL, KAJIADAO, 2) MEGUARRA COMMUNITY EDUCATION CENTRE IN ROMOSHA, KILGORIS, NAROK COUNTY, AND 3) TURBI MARSABIT</p>
<p><u>CLOSING DATE</u></p>	<p>FRIDAY 17TH MARCH 2023</p>
<p><u>CLOSING TIME</u></p>	<p>11:59P.M.</p>
<p><u>CONTENTS</u></p> <ul style="list-style-type: none"> TENDERING INSTRUCTIONS 	

Table of Contents

- INTRODUCTION..... 2
- ITEMS DESCRIPTION..... 3
- QUALITY SPECIFICATIONS OF FOOD ITEMS 4
- INSTRUCTION TO TENDERERS..... 5
- ELIGIBLE TENDERERS..... 7
- COST OF TENDERING 7
- CLARIFICATION OF TENDER DOCUMENTS 7
- AMENDMENT OF TENDER DOCUMENTS 8
- LANGUAGE OF TENDER..... 8
- TENDER PRICES 8
- TENDER CURRENCIES 9
- FORMAT AND SIGNING OF TENDER 9
- DEADLINE FOR SUBMISSION OF TENDERS 9
- CLARIFICATION OF TENDERS..... 9
- PRELIMINARY EXAMINATION AND RESPONSIVENESS 10
- EVALUATION AND COMPARISON OF TENDERS..... 10
- AWARD OF CONTRACT..... 11
- SIGNING OF CONTRACT..... 11
- CORRUPT OR FRAUDULENT PRACTICES 11

INTRODUCTION

1. KENYA GOOD NEIGHBORS (hereafter, “KGN”) was founded in December 1995. It was the first of the 13 field Countries in Africa that Good Neighbors International has built for international relief and development programs including vocational training at Jirani Centre, health clinics, community dam construction, school construction in the biggest slum area, social enterprise, etc.

We implement Community Development Projects by supporting the stable and self-sufficient development of a community through projects focused on education, health, water and

sanitation and income generation in 7 communities. Also, we run advocacy programs to protect human rights, especially of the child, and implement humanitarian projects for refugees with UNHCR.

ITEMS DESCRIPTION

	COMPONENTS PER FOOD PACKAGE	PACKAGE SPECIFICATIONS	QUANTITY (Sets)	DELIVERY LOCATION
FOOD ITEMS	<ul style="list-style-type: none"> ➤ Maize Flour: 5KG ➤ Rice: 5KG ➤ Cooking Oil: 2 Liter ➤ Sugar: 1KG 	<p>(1) Maize flour package: 5KG water-proof portable woven maize packaging bag</p> <p>(2) Rice package: 5KG water-proof rice packaging bag</p> <p>(3) Cooking oil: plastic container with a handler, and a non-drip spout and seal</p> <p>(4) Sugar: plastic package</p>	<p>1,700 (1,637+63)</p> <p>★ ★ Please note the total quantity for Bissil Kajiado is 1,700, not 1,637 as in the Tender notice</p>	Bissil, Kajiado
	<ul style="list-style-type: none"> ➤ Maize Flour: 2KG ➤ Wheat Flour: 2KG 	<p>(1) Maize flour package: 2KG water-proof paper packaging</p> <p>(2) Wheat flour package: 2KG water-proof paper packaging</p>	1,543	Meguarra, Kilgoris, Narok County
	<ul style="list-style-type: none"> ➤ Maize Flour: 24KG ➤ Yellow Beans: 8KG ➤ Cooking Oil: 2 Liter 	<p>(1) Maize flour package: 12 units of 2kg water-proof paper maize packaging (2KG* 12 Units) packed together</p> <p>(2) Yellow beans package: One bag of 5KG plus 3 bags of 1KG</p> <p>(3) Cooking oil: plastic container with a handler, and a non-drip spout and seal</p>	975	Turbi, Marsabit

QUALITY SPECIFICATIONS OF FOOD ITEMS

FOOD ITEMS	QUALITY SPECIFICATION	COMMON SPECIFICATIONS
(1) Maize Flour	<ul style="list-style-type: none"> ◆ Shall be fortified and fulfil the requirements of Kenya Standards with food fortification logo ◆ Grade 1 sifted 	<ul style="list-style-type: none"> ◆ Every manufacturer shall be registered with the related Kenyan authority * the name of each manufacturer shall be labelled and clearly discernable. ◆ Date of Manufacture/ Packaging Date, Sell By or Expire by Date shall be clearly displayed on the package. ◆ Supplied products shall be produced not earlier than 1st March 2023. ◆ KEBS mark and SM number shall be on every package. ◆ Nutrition information shall be clearly labelled on every package in English/ Kiswahili or both.
(2) Cooking Oil	<ul style="list-style-type: none"> ◆ Refined vegetable oil ◆ Shall be fortified and fulfil the requirements of Kenya Standards with food fortification logo ◆ “Cholesterol Free” mark 	
(3) Wheat flour	<ul style="list-style-type: none"> ◆ Shall be fortified and fulfil the requirements of Kenya Standards with food fortification logo ◆ All-purpose flour 	
(4) Rice	<ul style="list-style-type: none"> ◆ Milled clean white rice ◆ Classic long grain rice ◆ No blending 	
(5) Yellow beans	<ul style="list-style-type: none"> ◆ No blending 	
(6) Sugar	<ul style="list-style-type: none"> ◆ Cane sugar ◆ Net weight: 1KG 	

INSTRUCTION TO TENDERERS

2. Duly completed documents should be returned by email to: procurement@goodneighbors.ke before/ by 11:59p.m. of 17th March 2023 East African Time, addressed to the Procurement Committee. **Please indicate the Tender Number in the title of your email.**
3. All documents shall be in **non-editable format such as PDF.**
4. All documents submitted shall **be named appropriately.**
5. **Please DON'T combine any documents.** All documents submitted should be **individual documents** and they should **be compressed together into ONE ZIP FILE ONLY.**
6. Please name the ONE ZIP FILE as follows:

Name of Company- Tender Name i.e. "Bidii Limited- SSD 003 Food Items"
7. Mandatory submission includes:
 - b) Valid Tax Compliance Certificate
 - c) K.R.A. Pin certificate
 - d) Valid Certificate of Incorporation/ Registration.
 - e) Trade License
 - f) CR12 form
 - g) Certificate of distributions/ distributors
 - h) Food recall form/ procedures/ guidelines
 - i) Company profile including a detailed organization structure, major service of the company, location of the company, whether there are any factories or shops, etc.
 - j) List of key personnel and their qualifications with CVs attached.

- k) Work profile list of ongoing and previous **projects with evidence attached** which include L.P.Os, supply contracts/agreements, **the buyers' contact persons, phone numbers, and email addresses.**

 - l) **Quotations:** should include unit price, quantity, and Grand total.
 - 1) **Please DON'T combine but put the quotations for all the 3 different destinations (Bissil, Meguarra, Turbi) in IN ONE TABLE together with the total amount for all the 3 delivery destinations.**
 - 2) In the quotation, **please point out clearly WHICH BRANDS you're bidding for each food item.** Quotations that are not clear about brands will not be evaluated.
 - 3) **Delivery Fee:** If there is any delivery fee, please reflect it in your quotation.
 - 4) **VAT:** please be clear in the quotation about whether VAT is inclusive.
 - 5) **Payment schedule:** Client shall only pay upon full delivery and satisfactory quality check of the items

 - m) Delivery Schedule

 - n) Litigation history (sworn affidavit)

 - o) External financial audited reports for the last two (2) financial years (at least 2 reports)
8. Late submission will be considered a non-responsive application. Failure to furnish all information required or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and any result in the rejection of its tender.
9. In this tender process, KGN may have access to and receive from the tenderers non-public business information, regarding its business, sales, operation, and/or former or current customers. KGN agrees to maintain the confidentiality of such information and shall not use, divulge, furnish, or make accessible such information to anyone other than authorized employees and agents as necessary to carry out the tender evaluation.

10. Responsive bidders will be requested to provide a sample prior to the award of the contract.

ELIGIBLE TENDERERS

11. This tender is open to ALL tenderers, with the exclusion of:

- b) Lineal families and close relatives, beneficial owners, shareholders, members of governance, and key stakeholders of KGN; and
- c) Tenderers who have a history of engaging in corruption or fraud and who have a criminal record.

12. If a tenderer is a joint venture, a joint venture agreement shall be submitted. The agreement must stipulate:

- b) The duties of each participant towards the joint venture;
- c) The reason the joint venture has been established;
- d) The start and end date of the joint venture;
- e) The persons who will be the representatives of the joint venture; and
- f) Conflict resolution measure (i.e., mediation or arbitration).

COST OF TENDERING

9. Tenderers shall bear all costs associated with the preparation and submission of their tender. KGN in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

CLARIFICATION OF TENDER DOCUMENTS

10. Tenderers can make inquiries on tender documents through email address procurement@goodneighbors.ke no later than 16:00 of 15th March 2023(Wednesday).

11. KGN shall reply to clarifications sought by the tenderer within two (2) days of receiving the request to enable the tenderer to submit its tender on time.
12. Any **telephone canvassing** from any of the tenderers shall not be allowed and will lead to automatic disqualification.

AMENDMENT OF TENDER DOCUMENTS

13. At any time prior to the deadline for tender submission, KGN, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
14. The amendment shall be notified in the KGN website, and such amendment(s) will be binding on all tenderers.
15. To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KGN, at its discretion, may extend the deadline for the submission of tenders.

LANGUAGE OF TENDER

16. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KGN, shall be written in English language.
17. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

TENDER PRICES

18. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation without justification for unavoidable circumstances (which KGN reserves the right to accept the explanation or not) will be treated as non-responsive and will be REJECTED.

TENDER CURRENCIES

19. Prices shall be quoted in Kenya Shillings unless otherwise decided.
20. Where other currencies are used, KGN will convert those currencies to Kenya Shillings using the selling exchange rate on the tender closing date, provided by the Central Bank of Kenya.

FORMAT AND SIGNING OF TENDER

21. All documents should be in a non-editable format such as PDF.
22. All documents including certificates, the affidavit, official letters, and so forth shall be duly authorized by the issuer as per the established mode of officialization or custom dictates.
23. The tender shall have no **interlineations**, **erasures**, or **overwriting** except as necessary to correct errors made by the tenderer, in which case such corrections shall be signed by the person or persons signing the tender.

DEADLINE FOR SUBMISSION OF TENDERS

24. KGN may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of KGN and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

CLARIFICATION OF TENDERS

25. To assist in the examination, evaluation, and comparison of tenders KGN may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing by email, and no change in the prices or substance shall be sought, offered, or permitted before awarding a contract.
26. Any effort by the tenderer to influence KGN in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tender.

PRELIMINARY EXAMINATION AND RESPONSIVENESS

27. KGN will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
28. KGN may waive any minor informality or nonconformity or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

EVALUATION AND COMPARISON OF TENDERS

29. KGN will evaluate and compare the tenders which have been determined to be substantially responsive.
30. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the goods.
31. KGN's evaluation of a tender will comprise the below:
 - a. Eligibility check;
 - b. Technical evaluation;
 - c. Financial evaluation;
 - d. Due diligence.
32. KGN reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the KGN's action.

33. A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be debarred from future tendering opportunities placed by KGN.

AWARD OF CONTRACT

34. Prior to the expiration of the period of tender validity, KGN will notify the successful tenderer in writing that its tender has been accepted.

35. The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KGN. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

36. A contract template shall be provided by KGN and reviewed together with the successful tenderer. The contents of the sample contract shall be subject to discussion and negotiation. Upon exchange of opinion and consent, both parties shall sign and effect the contract.

SIGNING OF CONTRACT

37. Both parties shall keep an original copy of the contract.

38. The parties to the contract shall have it signed within ten (10) business days from the date of notification of contract award unless there is an administrative review request.

CORRUPT OR FRAUDULENT PRACTICES

39. The successful tenderer shall observe the highest ethical standards of the industry on the execution of the contract.

40. KGN will reject a proposal for an award if it determines that the tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.

i

End of Document