


<p><b><u>PROCURING ENTITY</u></b></p>	 <p>KENYA GOOD NEIGHBORS, P.O BOX 1641-00621, NAIROBI KENYA. EMAIL <a href="mailto:kenya@goodneighbors.org">kenya@goodneighbors.org</a></p>
<p><b><u>TENDER NO:</u></b></p>	<p>KGN/SSD/005/2023</p>
<p><b><u>TENDER NAME</u></b></p>	<p>SUPPLY AND DELIVERY OF 1,504 WATER TANKS TO 1) MEGUARRA COMMUNITY EDUCATION CENTRE IN ROMOSHA, KILGORIS, NAROK COUNTY, 2) RARIEDA SUBCOUNTY, SIAYA COUNTY, AND 3) RUIRU, NAIROBI.</p>
<p><b><u>CLOSING DATE</u></b></p>	<p>FRIDAY 9<sup>TH</sup> JUNE 2023</p>
<p><b><u>CLOSING TIME</u></b></p>	<p>4:00P.M.</p>
<p><b><u>CONTENTS</u></b></p> <ul style="list-style-type: none"> <li>TENDERING DOCUMENTS</li> </ul>	

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## INTRODUCTION

1. KENYA GOOD NEIGHBORS (hereafter, “**KG**N”) 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

<b>Delivery Destination</b>	<b>Capacity (Liters)</b>	<b>Quantity</b>	<b>Color</b>
<b>Head Office (Ruiru)</b>	10,000L	3	Black
<b>Meguarra</b>	10,000L	1	Black
	125L	1,498	Green
<b>Rarieda</b>	10,000L	1	Black
	5,000L	1	Black

<b>ITEM</b>	<b>SPECIFICATION/ DESCRIPTION</b>
<b>Water Tanks</b>	<ul style="list-style-type: none"> <li>➤ <b>Cylindrical plastic water tanks</b></li> <li>➤ <b>Lockable top covers</b></li> <li>➤ <b>Double layer: black outer layer and white inner layer</b></li> <li>➤ <b>Standard material for plastic water tanks (Please indicate the materials of inner layer and outer layer)</b></li> <li>➤ <b>Branding in printing with Kenya Good Neighbors logo in white color</b></li> <li>➤ <b>Please indicate the manufacturer.</b></li> <li>➤ <b>KEBS marks and small logo of manufacturer on the tank body</b></li> <li>➤ <b>Warranty period: Please 1) indicate how long (years) is the warranty period, and 2) what services are to be covered during the warranty period.</b></li> </ul>

## INSTRUCTION TO TENDERERS

2. **Completed tenders must be delivered in a single sealed envelope** bearing the name and Reference number of the Tender, addressed to the Procuring Entity **to Kenya Good Neighbors Head Office in Ruiru by 16:00 of 9<sup>th</sup> June 2023 (Friday)** *along 3<sup>rd</sup> Sunrise Avenue in Ruiru off Eastern Bypass Between Greenspot Gardens/Brook Breeze Apartments and Deliverance Church. Left-hand side After Greenspot Gardens Carpark and of Coordinates (-1.16637,36.96845).*
3. Duly completed documents should also be returned by email to: [procurement@goodneighbors.ke](mailto:procurement@goodneighbors.ke) before/ **by 16:00 of 9<sup>th</sup> June 2023 (Friday)** East African Time, addressed to the Procurement Committee. **Please name the title of your email as “Company Name/SSD/005 Water Tanks”**. For example, if the name of your company is ABCD, then please name your email title as “ABCD/SSD/005 Water Tanks”.
4. For a tenderer to be considered responsive, **it shall be mandatory to submit both hardcopy and softcopy on time.**
5. **All soft documents should be in non-editable format such as PDF.**
6. **Please DON’T combine any documents.** All documents submitted should be **properly named individual documents** and they **should be compressed into ONE ZIP FILE**. **Please name the ZIP FILE in the same way as your email title, that is “Bidder Name/SSD/005 Water Tanks”**.
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) Company profile including a detailed organization structure, major service of the company, location of the company, whether there are any factories or shops, etc.
  - h) Utility bills of April 2023
  - i) List of key personnel and their qualifications with at least 2 CVs attached.
  - j) Work profile: **list of ongoing and previous projects with evidence** attached which include L.P.Os, supply contracts/agreements, contact persons, phone numbers, and email addresses of the buyer. Please only submit experience from 2020.
  - k) Quotation: should include **unit price, quantity, and Grand total. Please quote separately for the 3 different delivery destinations.**
    - 1) **Delivery Fee:** If there is any delivery fee, please reflect it in your quotation.
    - 2) **VAT:** please be clear in the quotation about whether VAT is inclusive.
    - 3) **Payment schedule:** Client shall only pay upon full delivery and satisfactory quality check of the items.
  - l) **Delivery Schedule:** please indicate how much time is needed for delivery to each of the 3 delivery destinations after contract signing.
  - m) Litigation history (sworn affidavit).
  - n) External financial audited reports for the last two (2) financial years (at least 2 reports). The reports should be authentic & valid audited final reports and accounts which meet all the requirements set by Auditing bodies.
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**

13. 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**

14. Tenderers can make inquiries on tender documents through email address [procurement@goodneighbors.ke](mailto:procurement@goodneighbors.ke) no later than 16:00 of 6<sup>th</sup> June 2023(Tuesday).

15. 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.

16. Any **telephone canvassing** from any of the tenderers shall not be allowed and will lead to automatic disqualification.

## **AMENDMENT OF TENDER DOCUMENTS**

17. 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.

18. The amendment shall be notified in the KGN website, and such amendment(s) will be binding on all tenderers.

19. 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**

20. 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.

21. 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**

22. 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**

23. Prices shall be quoted in Kenya Shillings unless otherwise decided.

24. 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**

25. All documents should be in a non-editable format such as PDF.

26. 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.

27. 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**

28. 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**

29. 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.
30. 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**

31. 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.
32. 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**

33. KGN will evaluate and compare the tenders which have been determined to be substantially responsive.
34. 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.
35. KGN's evaluation of a tender will comprise the below:
  - A. Eligibility check
  - B. Technical evaluation
  - C. Financial evaluation

#### D. Due diligence

36. 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.
37. A tenderer who gives false information in the tender document about its qualification or who refuses to enter a contract after notification of contract award shall be debarred from future tendering opportunities placed by KGN.

#### **AWARD OF CONTRACT**

38. Prior to the expiration of the period of tender validity, KGN will notify the successful tenderer in writing that its tender has been accepted.
39. 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.
40. 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**

41. Both parties shall keep an original copy of the contract.
42. 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**

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

44. 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.

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