

May 28, 2024

## Request for Quotation (RFQ) – goods or services.

Subject RFQ #:	RFQ-Accommodation and Conference Facilities-Kenya
RFQ Issue Date:	May 28, 2024
Terms of Reference / Specifications:	Refer to ToR on pg.3
Project	PROPEL Health Kenya
The Company	Palladium Development and Consultancy Kenya Ltd
Country of Performance	Kenya
Closing Date and Time	June 5, 2024, at 5.00pm
Contact Person	Bridget Mutai
Details for Submission	Submission should be emailed to: Catherine.Kamotho@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a quote for the Goods or Services listed below. Your quote must be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time. This RFQ in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a quote. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any queries, please do not hesitate to contact me at +254 729 774 762 or by e-mail [Bridget.Mutai@thepalladiumgroup.com](mailto:Bridget.Mutai@thepalladiumgroup.com)

Yours sincerely,

Bridget Mutai  
Snr Procurement & Admin Officer

## Terms and conditions

### 1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

### 2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQ unless the Company determines to do so otherwise at its sole discretion.

### 3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

### 4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

### 5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

### 6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

### 7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

### 8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFQ and after the completion of the process.

### 9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

### 10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

### 11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

### 12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

### 13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

### 14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

### 15. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### 16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

### 17. Jurisdiction

This RFQ shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFQ or the breach, termination, or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFQ or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## Schedule - Terms of Reference

### Purpose

The purpose of this RFQ is to solicit quotations from qualified suppliers in Kenya to offer accommodation & conference facilities as per requirements below.

### Type of Contract

The contract will be a Purchase Order (PO)

### Anticipated Contract Term

We require the accommodation from June 16-29, 2024, and Conference facilities on June 17-28, 2024. PROPEL Health Project will only issue a PO to hotel meeting requirements listed below.

### Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

### The Project

In Kenya, Palladium manages the USAID-funded PROPEL Health project to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through policy development and implementation; adequate, predictable, and sustainable health financing; enhanced government stewardship, transparency, and accountability; and use of evidence-based advocacy approaches at global, national, and subnational levels to promote best practices. It focuses on family planning/reproductive health (FP/RH), and the integration of FP/RH with HIV and maternal and child health (MCH) with a lens to enable economic empowerment, positive youth development. Our transformational technical strategy prioritizes localizing policy, advocacy, financing, and governance (PAFG) leadership, technical assistance, and capacity development to enhance resilience and sustainability. The project actively supports USAID's localization strategy by drawing on local actors to co-create our country designs and lead implementation, monitoring, and evaluation.

### Timeline

Vendors shall submit their quotations not later than June 7, 2024, at 5.00pm. The quotations should be valid for 3 months from submission date. Palladium/PROPEL Health will issue a purchase order to successful vendor within the validity period of the quotation. The vendor will be required to start offering the services on the check in date indicated in the PO.

### Scope of Work and Standards

#### Accommodation requirements:

- Bed & breakfast for 37pax; Check In June 16, 2024, and check out June 29, 2024
- Single standard rooms

#### Conference requirements:

- Full day conference package for 37pax; June 17-22 and June 24-28, 2024

#### Conference Package should include:

- 10am and 4pm teas with snacks
- Lunch with a soft drink per person
- Conference Stationery (i.e. pens, notepads, flip charts, marker pens, etc)
- PA System
- LCD Projector
- Mineral water - 2 bottles per person per day

Place of Performance – Nakuru, Kenya

### **Evaluation and Award Process**

- Lowest Cost for Accommodation on Bed & Breakfast and Full Day Conference Package
- Availability of Quality Single Standard Rooms and Conference Hall on requested dates
- Past Performance in undertaking contracting arrangements like the requirement (please provide evidence of existing or previous similar contracts/similar services)
- 30day Payment Terms upon submission of invoice

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

### **PROCUREMENT INTEGRITY AND ETHICS**

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

### **Instructions to the Offerors**

The following items are required to be submitted as part of the proposal:

- Separate the accommodation & conference unit price. The conference anticipates non-residential participants.
- Proposal should include:
  - VAT No
  - PIN No
  - **Prices inclusive of all relevant taxes**
  - Payment Terms
  - Validity of Quotation
  - Currency of the quote should be KES.

### **Attachments**

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

- Legal Registration of hotel
- Current Tax Compliance Certificate
- Copies of PO/Contracts to demonstrate past performance

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your quote is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for

subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process and may be required to submit for USAID Partner Vetting.