

June 11, 2024

Invitation to Tender – Supply of Data Bundles

Project:	Multiple Projects
Tender for:	Supply of Data Bundles
Activity Number	T-PG/001/2024-2026
The Company:	Palladium Development and Consultancy Kenya Limited; Morningside Office Park 4th Floor, Wing A, Ngong Road, Nairobi, Kenya
Closing Date and Time:	Wednesday, July 24, 2024; 12:00 Noon EAT
Contact Person:	Joel Muigei
Details for submission:	Kenya.procurement@thepalladiumgroup.com
Tender Validity Period:	Quotation Validity / Proposals should be 2 years
Number of Hard Copies of Tender:	e-Submission
Delivery Address:	Morningside Office Park, 4 th Floor Wing A
Jurisdiction	Laws Of Kenya

Thank you for your interest in the above procurement. As the managing contractor for the Project, the Company invites you to tender for this activity. This pack includes:

- ❏ Part 1: Terms of Reference (TOR)
- ❏ Part 2: Conditions of tender
- ❏ Part 3 and 4: Technical and financial selection criteria
- ❏ Part 5: Client Terms and Conditions
- ❏ Part 6: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- ❏ Part 7: Declaration by Tenderers

Please forward your Tender in accordance with the Details for Submission above by the Closing Date and Time to the Operations Director.

We look forward to your response. If you have any queries, please do not hesitate to contact us by e-mail kenya.procurement@thepalladiumgroup.com.

Yours sincerely,

Palladium Kenya Procurement Committee

Part 1 – Terms of reference

1. Background

Palladium is in the business of making the world a better place, and we believe that collaborative models and systemic approaches are the way to achieve progress and success.

It's no longer enough to pursue social progress or commercial growth. In fact, we don't believe you can have one without the other. When you have both, that's what we call "Positive Impact".

For the past 50 years we've been helping our clients to see the world as interconnected – by formulating strategies, building partnerships and implementing programs that have a lasting social and financial impact.

The future demands new thinking, new approaches, and new solutions. With a global network operating in over 90 countries, we believe in a better world, and we work to make it possible.

2. Objectives of the assignment

Palladium is looking for a qualified supplier of data bundles to support communications while implementing projects in Nairobi, Kenya. The supplier must have at least five years experience in providing data bundles to similar organizations.

3. Scope of the assignment

- The supplier will provide data bundles from the following service providers:
 - Safaricom
 - Airtel
 - Telkom

Delivery of Data Bundles in Nairobi and Kisumu Kenya.

4. Duration and phasing

Supply of Data Bundles is to commence from August 1, 2024 and end on July 30, 2026.

5. Financial component

Please refer to Part 5 for details relating to preparation of the financial submission.

6. Responsibilities of the Company

- To process purchase orders within a reasonable time
- Process vendor invoices in a timely manner

7. Contractor responsibilities

- 🕒 To be prepared to sign the Standard Contract Terms.
- 🕒 To have in place insurance policies covering Professional Indemnity and Public Liability.
- 🕒 To have any relevant registrations (including tax registrations) in the activity Jurisdiction.

Part 2 – Conditions of tender

1. Tender content

- 1.1. The tender must contain the following:
 - 1.1.1 a cover letter (no longer than 1 page) to the tender for the activity (specify the Activity number), including the signed declaration contained in Part 7;
 - 1.1.2 a technical submission (in the form detailed in Part 3);
 - 1.1.3 a financial submission (in the form detailed in Part 4).
- 1.2. Every Tender needs to state in the submission:
 - 1.2.1 in the case of an individual, full or given names, surname and address;
 - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
 - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
 - 1.2.4 If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.
- 1.3. Tenders are to be written in English, Arial font 12
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
 - 2.2.1 a technical assessment;
 - 2.2.2 a financial assessment;
 - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
 - 2.3.1 to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
 - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
 - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
 - 2.3.4 to recall tenders from any source including those tenderers who have already submitted tenders, 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 this action;
 - 2.3.5 to accept Tenders for the whole or any part of the requirement;
 - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
 - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
- 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
- 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
- 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.

3. Technical Assessment

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in Part 4.

4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 4.2. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, 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.
- 4.6. 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.

5. Acceptance of Tenders

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 7 is signed by the Company and the Tenderer (with the agreed commercial terms included).
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

6. Alternative Tenders

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
 - 6.1.1 are submitted with a compliant Tender;
 - 6.1.2 clearly identify the differences and improvements offered.

7. Non-Compliant Tenders

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

8. Lodgement of Tenders

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

9. Tenderer Costs

- 9.1. Tenderers are responsible at their own cost to:
 - 9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
 - 9.1.2 prepare, deliver and lodge their tender;
 - 9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

10. Confidentiality

- 10.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
 - 10.2.1 is strictly necessary for submitting the Tender;
 - 10.2.2 is required by relevant laws;
 - 10.2.3 is authorised by prior written approval from the Company; or
 - 10.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
 - 10.2.5 If the Tenderer 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.
 - 10.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

11. Request for Information

11.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

12. Business Partner Code of Conduct

12.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at thepalladiumgroup.com/policies.

13. Unsuccessful Tenders

13.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

14. Tenderer Acceptance of Conditions

14.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

15. Conflict of Interest

15.1. Tenderers 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).

16. Inconsistencies

16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:

- 16.1.1 these Terms and Conditions;
- 16.1.2 the Cover Page of this ITT; and
- 16.1.3 Part 5 – Client Terms
- 16.1.4 Part 6 – Standard Contract
- 16.1.5 Part 1 – Terms of Reference
- 16.1.6 Part 4 – Financial Assessment Selection Criteria
- 16.1.7 Part 3 – Technical Assessment Selection Criteria
- 16.1.8 the Schedule

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

17. Jurisdiction

17.1. This Tender process shall be subject to the laws of the Jurisdiction.

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

17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

Part 3 – Technical assessment selection criteria

Requirements for the Tender Submission

The Tender Submission must include:

1. Pricing Structure of data bundles
2. Confirmation of 30 day credit facility
3. 24 hour delivery window
4. Confirmation of capacity to deliver in Kisumu and Nairobi
5. Attach Company Profile; Certificate of Registration; VAT Certificate; PIN Certificate; Current Tax Compliance Certificate; Current Business License/ Permit
6. At least 3 copies of contracts/POs demonstrating past performance for similar services

The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

1. Capacity of the Nominated Company to Meet the Selection Criteria of the Activity (100%)

No.	Documentation	Points
1	Pricing structure/discount from the face value of data bundle	25
2	Delivery of data bundles within 24 hours as per the Task Order	20
3	Ability to deliver in Nairobi, Kisumu Offices	20
4	Credit period (minimum 30 days)	10
5	At least 3 copies of contracts/POs demonstrating past performance for similar services	20
6	Overall tender presentation and adherence to structure of the tender documentation	5
	Total Score	100

2. Up-to-date Company Profile relevant to the activity of the service including the names and contact details of referees must be attached
3. The technical submission format **must** clearly address the criteria above as this will impact on the assessment process.
4. Bidders are required to submit softcopies of the bids in a pdf format not more than 20 pages to the email address Kenya.procurement@thepalladiumgroup.com subject 'Supply of Data Bundles' on or before July 24 2024 12noon EAT.

Part 4 – Financial assessment selection criteria

Key information to include:

- Payment shall be made in Kenyan Shillings
- All prices are to be inclusive of relevant taxes
- Unit cost of goods -Proposals for supply of data bundles should be for below categories;

Safaricom cards valued @ KES. 1,000 per card

Safaricom cards valued @ KES. 500 per card

Airtel cards valued @ KES 1,000 per card

Airtel cards valued @ KES 500 per card

Telkom cards valued @ KES. 1,000 per card

Telkom cards valued @ KES. 500 per card

NB: Please use the table below to provide the pricing for the requirements above.

Item Description	Quantity	Unit cost (exclusive of VAT) (KES)	VAT Amount (KES)	Gross Total cost (Unit cost + VAT Amount) (KES)
Safaricom cards valued at Kes1,000 per card	1			
Safaricom cards valued at Kes 500 per card	1			
Airtel cards valued at Kes1,000 per card	1			
Airtel cards valued at Kes 500 per card	1			
Telkom cards valued at Kes1,000 per card	1			
Telkom cards valued at Kes 500 per card	1			

- Except for variations in the rate of duty or foreign exchange, Tenderers shall state whether the prices offered are:
 - o firm, that is prices offered shall not be varied either up or down for any reason;
 - o firm for a period, in which case the period must be stated;
 - o subject to other price variations either up or down.
- Currency of the quote should be in KES

Part 5 – Client Specific Provisions

USAID/CDC:

Suppliers will be required to comply with the terms of the Head Contract for the Project, including the USAID/CDC Standard Terms and Conditions and any additional terms advised by the Company

Part 6 – Standard Contract Template

[Click here to enter text.](#)

Blanket Purchase Agreement

Part 7 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.

I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.

I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.

Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.

I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.

I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.

I/We 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 tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.