

TENDER No. RACIDA/USAIDBHA – MDR2021/2022-009



Dear Bidder

Our reference: RACIDA/

**SUBJECT: INVITATION TO TENDER FOR SUPPLY AND DELIVERY OF
COLOUR CODE MOTHERS MUAC (Family MUAC)**

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender document.

Any request for clarification must be received by RACIDA in writing at least **4 days** before the deadline for submission of tenders. RACIDA will reply to bidders' questions at least **2 days** before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender and the accompanying tender guarantee at the address specified in the Instructions to Bidders before the deadline date 18th February, 2022 at **4:30am** Nairobi time as stated in the procurement notice.

Yours sincerely,

**The Procurement Officer,
Rural Agency for Community Development and Assistance – RACIDA
Mandera Office: Behine Greenview Building**



**CALL FOR TENDER
THE SUPPLY AND DELIVERY OF COLOUR CODED
MOTHERS MUAC (FAMILY MUAC) IN MANDERA COUNTY .**

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A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which hereby waives.

Bidders are expected to examine carefully and comply with all instructions, forms, provisions and specifications contained in this tender document.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any reservation in the tender as regards the tender document; any reservation will result in the immediate rejection of the tender without further evaluation.

1. Preamble

Rural Agency for Community Development and Assistance – RACIDA is a national non-governmental organisation. Non-political, non-denominational and non-profit-making, it was set up in Kenya in 2005 to intervene in countries throughout the world. RACIDA's objectives are to save lives by combating hunger, disease, and those crises threatening the lives of helpless men, women and children.

RACIDA intervenes in the following situations:

To enhance self-reliance and prosperity amongst vulnerable pastoralist communities living in Arid and Semi-Arid Lands through promotion of better livelihood systems, sustainable use of natural resources and community empowerment.

We envision "Communities in Arid and Semi-Arid Lands in the Horn of Africa having secured livelihoods and sustainably managing their natural resources".

RACIDA opened a mission in Kenya in 2005

2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the supply of colour coded mothers MUAC (Family MUAC 14000 Pieces)

A detailed description of the goods and services required by RACIDA is contained in the technical specifications (see APPENDIX A – Technical specifications).

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3. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications from RACIDA	13th February 2022	Before 4:30pm
Last date on which clarifications are issued by RACIDA	15th February ,2022	Before 4 :30pm
Deadline for submission of tenders (receiving date, not sending date)	18th February,2022	At 4:30 pm
Tender opening session by RACIDA	21st February,2022	
Notification of award to the successful tenderer	TBC	
Signature of the contract	TBC	

* All times are in the local time of Kenya

Please note all dates are provisional dates and RACIDA reserves the right to modify this schedule.

4. Questions and Clarifications

If RACIDA, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender document, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following address, ideally by email, or by post mail, up to 5 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

The Procurement Officer,

Rural Agency for Community Development and Assistance – RACIDA

Email Address: admin@racida.org , procurement@racida.org

Mandera Office: Behine Greenview building

Any prospective tenderer seeking to arrange individual meetings with RACIDA during the tender period may be excluded from the tender procedure.

Clarification meeting / site visit

No site meeting required as these will be communicated - together with any clarifications in response to written requests which are not addressed during the meeting - in writing to all the bidders at the latest 5 days before the deadline for submission of tenders. No further clarification will be provided after this date.

Visits by individual prospective bidders, other than collecting the tender documents will not be permitted.

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5. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company registered in Kenya.

6. Instructions to submit an Offer

7.1 – Response Format

The tender shall consist of one original paper copy (marked “Original”) and two identical copies (marked “Copy). These should be sealed in two separate inner plain envelopes, duly marked “original” and “copies”.

Both inner envelopes shall be placed in a sealed non-identifiable outer envelope, with the words **“not to be opened before the tender opening session”** written in English.

The tenders shall be sent by registered mail, by private courier service or personal delivery against receipt to the address given below (in section 7.3).

This sealed non-identifiable envelope shall be titled:

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The Procurement Officer,

Rural Agency for Community Development and Assistnce – RACIDA

Mandera Office: Behine Greenview Building

7.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1) Appendix B: The “Tender form for a supply contract” duly completed and signed
- 2) Appendix C “Supplier Questionnaire” duly completed. This questionnaire should be completed with all required information (copies of certified accounts, customer references, charts, Company information, etc...)
- 3) Appendix D “Pricing Matrix” or detailed Price offer with explanatory notes if necessary. Note that only budgets in Kenya Shilling will be accepted.
- 4) Appendix F: “The Declaration of compliance and commitment to respect RACIDA Good Business Regulations” filled and signed by the duly authorised person.
- 5) Proof of Company Registration in Kenya by submitting the following documents;
 - a) Certificate of Incorporation of Business
 - b) VAT Registration Certificate
 - c) Tax Compliance Certificate

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- 6) A copy of the audited financial statements for last two years (balance sheet and income statement).
- 7) A letter of the bidder's bank to guarantee the bidder's solvency
- 8) A technical bid consisting of a detailed description of the supply offered.
- 9) The details of the names, address and contact telephone of three (3) clients for whom the same type of services were provided in various and disperse geographic locations. RAIDA reserves the right to contact these references, without notifying the Tenderer.

Failure to provide all of the above and in the formats stipulated will AUTOMATICALLY result in disqualification of the Tenderer's proposal.
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7.3 - Delivery Instructions

The complete offer will have to be sent in a sealed, non-identifiable envelope, marked as follow:

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The complete offer will be sent to before **18TH February 2022;**

TENDER No. RACIDA/USAIDBHA- MDR2021/2022-009

The Procurement Officer,

**Rural Agency for Community Development and Assistance – RACIDA
Mandera Office: Behine Greenview building**

7.4 - Late Proposals

Late proposals will not be accepted, and will be returned to the Proponent or discarded.

All proposals will be irrevocable after the Call for Tenders closing date.

RACIDA reserves the right in its sole discretion to clarify any bid after closing by seeking further information from any or all bidders. However, bidders are cautioned that any clarification sought will not be an opportunity to either correct or change their offer in any substantive manner.

7. Call for Tender Process

RACIDA reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. RACIDA does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

RACIDA reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 15 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

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8. Period of validity

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders.

9. Currency of tenders

Tenders must be presented in Kenya shilling, VAT included

10. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and RACIDA must be written in English.

11. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

12. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

13. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out at **RACIDA office in Mandera** by an Evaluation Committee made up of representatives of RACIDA and observer from the donor

The contract will be awarded to the bidder having presented the lowest bid amongst those judged technically and administratively compliant.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with RACIDA terms and conditions
- Total price/cost submission
- Demonstrable ability to perform all functions related to the scope within the time specified
- Bidders' references
- Bidders' product and service offering
- Bidders' ability to provide pro-active logistics solutions
- Value added services...etc...]

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In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence RACIDA in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). RACIDA will send the signed purchase documents in two original copies to the successful bidder.

The unsuccessful tenderer will be informed by e-mail within the 10 days following the award.

Within 2 working days following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within 10 working days, RACIDA can consider after notification the award as null and void.

After selection, and before signature of the contract, RACIDA will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. RACIDA reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender document.

15. Ownership of tenders

RACIDA retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

16. Type of Contract

The contract that will be concluded between the successful tenderer and RACIDA is done according to RACIDA standard supply contract.

In this contract, the successful tenderer will be referred to as “the supplier”.

A contract draft is included in **Appendix G**.

By submitting an offer to this Call for tender, the tenderer accepts RACIDA’s contract elements. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer’s proposal to replace the discussed sections of the contract.

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If the tenderer submits an offer with no clear feedback on **Appendix G**, then RACIDA will consider the submitted contract draft has been accepted in full by the tenderer; if the tendered is awarded the Contract, no discussion or request for change will be accepted on the Contract clauses.

17. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by RACIDA.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will RACIDA be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if RACIDA has been warned of the possibility of damages.

The publication of a procurement notice does not commit RACIDA to implement the announced programme or project.

18. Ethics

RACIDA pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Good Business Regulations as defined by RACIDA and introduced in the Appendix E of this tender document. The tenderers will have to fill and sign the Appendix F: *Declaration of compliance & commitment to respect RACIDA Good Business Regulations*.

B – TECHNICAL and COMMERCIAL SPECIFICATIONS

19. Technical description of the Goods / Services

Supply and delivery of colour coded mothers MUAC

Lots

The interested suppliers are required to bid by lots:

Lot # Supply and delivery of Purchase colour coded mothers MUAC (Family MUAC)

Tenderers can submit an offer for one or several or all lots. Offers must clearly show what lots are included.

Offers must be submitted for the total quantity of each lot: offers submitted for a partial quantity of one lot will not be taken into consideration by RACIDA.

20. Variation in quantity

RACIDA reserves the right to vary the quantities stipulated at the time of ordering within a range of 10% of the contract price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured.

21. Description

< To define according to the needs, be as explicit and precise as possible:
Specify if you need the items to be delivered colour code ,.

22. Responsibilities under national legislation vs INCOTERMS

The products will be purchased accordance with the law of Kenya

The selected supplier will be responsible for the cost and risks for:

- Insurance for the goods until destination
- Applicable transportations charges
- VAT, GST etc.

23. Delivery date (or delivery plan)

The total quantity of the product has to be delivered or ready for inspection before 3 days of transporting the goods to Mandera

24. Insurance

RACIDA shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products.

It is therefore up to the supplier to insure the products if necessary.

25. Quality of the product

The products will be inspected by RACIDA representative before it's transported

25.1. Preliminary inspection

The storage of the product in the selected supplier's warehouse will have to be separate from other deliveries in order to facilitate the preliminary inspection.

Once the product is ready for a preliminary inspection, the selected supplier will inform RACIDA.

RACIDA representative will

- Verify the exact quantity prepared
- Register the batch number(s) of the delivery
- Control if the packaging is according to the specifications
- Take samples to send it to the final destination of the product to compare it with the inspected products.

The supplier will have to replace the quantity of product taken for sampling and the opened packages.

25.2. Suspension

RACIDA will issues the certificate of conformity or non-conformity, the loading or delivery will be suspended. If the duration of this suspension exceeds 8 calendar days, the delivery date or delivery plan will be postponed by the number of days exceeding.

25.3. Results of the preliminary inspection

Tolerance for the composition or quality as defined in the Appendix A.... or packaging and marking is the sole responsibility of RACIDA.

- If the results of the preliminary inspection comply with the requirements defined in the contract RACIDA will inform the supplier to coordinate the delivery/loading of the products
- An unacceptable non-compliance will result in the refusal of the products. Refer to article 30 for the conditions of replacement of non-conform products.

26. Documentation

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For every consignment, the selected supplier will have to provide RACIDA with:

- a delivery note
- a commercial invoice
- other documents

Delivery slips will necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

27. Delivery inspection and acceptance of the delivery

RACIDA representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place in warehouse of the supplier for EX-work contracts, RACIDA warehouse for CIF or delivered contracts.

The objective of the delivery inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the supplier
- The quantity delivered/loaded
- The quality of the product delivered/loaded

RACIDA representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, RACIDA will accept the products.

28. Non conformity of delivery

28.1. Quality and condition

Should the quality or the condition of the products not satisfy RACIDA requirements at the moment of the preliminary inspection or delivery inspection, RACIDA reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within 15 calendar days from the discovery of the non-compliance (for food: from the issuing of a certificate of non-conformity). The replaced products will again be subject to the rules laid down in this contract.
- or the immediate reimbursement of the payment
- or the cancellation of the order and of the corresponding price

The supplier will have to remove specific markings of the non-accepted products when mentioning RACIDA and donor name.

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28.2. Quantity

Should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest 7 days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

28.3. Delays

In the event of delays of delivery (total or partial) except in case of force majeure, RACIDA reserves the right without notice:

- To either apply penalties for delay in 2 % of the nominal value (before tax) of the **total** amount of the order per week of delay. Any fractional part of a week is to be considered a full week.
- Or to cancel the whole order or to cancel the balance of supplies which remains to be delivered.

28.4. Non-delivery

If delivery does not take place two weeks after the set delivery deadline, the contract will be deemed void.

In case of non delivery of goods meant to replace non compliant products as delivered previously, or in case of missing quantities, the contract will be deemed void at the pro rata of the quantities still undelivered/missing.

29. Payment procedure

All payments will be made by bank transfer to the supplier account.

Payments will occur after acceptance of the products by RACIDA representative and upon the receiving of two original invoices issued by the supplier.

Appendixes

Appendix A : Technical Specifications

Appendix B: Tender Form

Appendix C: Supplier Questionnaire

Appendix D: Detailed Pricing Matrix

Appendix E: RACIDA's Good Business Regulations

Appendix F: Declaration of Compliance with RACIDA Good Business Regulations

Appendix G: RACIDA Contract Template

Appendix A:

TECHNICAL SPECIFICATIONS

Purchaser colour coded mothers MUAC(family MUAC)

Appendix B:

**TENDER FORM FOR A SUPPLY
CONTRACT**

Publication reference: tender no.RACIDA/USAIDHA-
MDR2021/2022-009

Title of contract: Supply and delivery of colour coded mothers MUAC (Family MUAC)

To: RACIDA, Kenya

I - SUBMITTED BY

Name of tenderer:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>
Nationality:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>
Partners name and nationality if any:	

II - CONTACT PERSON (for this tender)

Name	:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>
Address	:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>
Telephone	:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>
Fax	:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>
E-mail	:	<div style="border: 1px solid black; height: 1.2em; background-color: #cccccc;"></div>

III - TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each partner in a consortium).

In response to your letter of invitation to tender for the above contract,
We, the undersigned, hereby declare that:

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1 We have examined and accept in full the content of the document for invitation to tender No [.....] of [../..]. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction:

Lot No [...]: [description of supplies with indication of quantities and origin]

3 The price of our tender [excluding the discounts described under point 4] is:

Lot No 1: [.....]

4 We will grant a discount of [%], or [.....] [in the event of our being awarded Lot No].

5 This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [../..]

6 We hereby confirm we have read, understand and we accept the “Technical Specifications” described in Appendix A. Our offer has been designed according to these specificities requested by RACIDA.

7 We hereby confirm we have read the Contract elements described in Appendix F and accept these conditions in full. In case our offer is awarded the Contract, we accept to sign a contract written on this base.

OR: we ask RACIDA to consider the alternate wording proposed in the attached document named [specify the name of your doc]

8 Our firm/company [and our sub suppliers] has/have the following nationality:

[.....]

9 We are making this application in our own right and for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form.

10 We are providing evidence of our registration/statute.

11 We agree to abide by the standard ethics clauses and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.

12 We will inform RACIDA Kenya immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this contract.

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13 We note that RACIDA Kenya is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should RACIDA Kenya do so.

IV - CONTENT OF THE BID

We understand that a complete bid to submit to RACIDA must include:

- 1- Appendix B** completed, signed and stamped, with all required certificates (certificate of origin, of nationality...)
- 2- A copy of Certificate of Incorporation** or Business Company Registration
- 3- A copy of Tax Registration / Tax Clearance**
- 4- Appendix C:** Supplier Questionnaire dully filled out
- 5- Proofs of origin** of the offered items
- 6- Appendix D:** pricing matrix **including pictures** of the proposed items
- 7- Appendix F:** Declaration of Compliance with RACIDA Good Business Regulations
- 8- Optional:** alternate wording submitted for the Contract elements

And any other documents “refer to article 7”

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:
[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

Appendix C:

Supplier Questionnaire

Company Name: To
Publication reference:

1- Range of products / services that the supplier offers:

2 - Country where the supplier's Headquarters are registered:
Please provide a copy of the business registration

3- Is the supplier part of an international company?
Please detail the link (headquarters / subsidiary) and list the other manufacturing and commercial sites, in country and abroad.

4 – Is the supplier registered in Kenya?

5 – When was the company established in the country?
When was the headquarter created?

6 – What is the supplier's yearly income over the last 3 years?
What is the Group (if any) yearly income ?
What is the profit and loss ratio over the last 3 years ?

7 – How many employees are working for the supplier locally ? and abroad ?

8 - Is the supplier the manufacturer of the building products presented in the offer?
→ If yes, please detail : where is the manufacturing site ?
What is the production capacity ?
→ If not, please briefly present the distribution channel and precise if the supplier is an official reseller for these products?
Please provide a copy of dealer registration

9 - Is the supplier able to provide Certificates of Origin for his products?

10 - Has the supplier already worked with RACIDA or RACIDA entity in the past?
Please detail which RACIDA entity, the period, the type of products / services sold, the volumes and amounts?

11 - Does the supplier supply other organisation (UN/NGOs or private sector) Attach client list?

12 - Please name at least 2 Customer References: either customers in the Humanitarian sector, or customers which bought the same kind of products / services.
Briefly present the customer, the products sold to them, the period, and the outcome of the deal.
Please provide customers' contact details for RACIDA to contact them.

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13 - Does the supplier have:

- a Quality management policy?
- a National quality certification?
- an International quality certification?

Please provide copies of the documents.

14 - Does the supplier have product stocks ? Where are they located ? What is the stock volume / value?

15 - Is the supplier able to provide audited financial statement for the last 2 years?

16 -What is the warranty given by the supplier on his product (if applicable)?

17 - Can the supplier warranty the supply of spare parts for a minimum of 2 years for equipment purchase?

18 - Can the Supplier provide Maintenance/service facilities/technical specialists?

Appendix D:

DETAILED PRICING MATRIX

Lot # 1:

Description of article	Quantity	Currency in KES	Unit Price	Total Price
Colour code mothers FAMILIY MUAC	14000 Pieces			
Total price for the lot #				
Price for delivery DDU Mandera :				
Delivery Lead time (in days or weeks):				
Is VAT included?				

Appendix E: RACIDA's GOOD BUSINESS REGULATIONS

I. Preamble

RACIDA is a non-governmental organisation. Private, non-political, non-denominational and non-profit-making, it was set up in Kenya in 2005 to intervene in countries throughout the world. RACIDA's vocation is to save lives by combating hunger, disease, and those crises threatening the lives of helpless men, women and children.

RACIDA intervenes in the following situations:

- In natural or man-made crises which threaten food security or result in famine,
- In situations of social / economic breakdown, linked to internal or external circumstances which place particular groups of people in an extremely vulnerable position,
- In situations where survival depends on humanitarian aid.

These Good Business Regulations are the ground for a professional working relationship between RACIDA and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender document will prevail on these Good Business Regulations.

II. Principles of the procurement procedures

RACIDA has transparent procedures to award markets. Essential principles are

- *Transparency* in the procurement process
- *Proportionality* between the procedures followed for awarding contracts and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial capacities
- Economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

III. Misbehaviour, ineligibility and exclusion

RACIDA considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
 - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of RACIDA or institutional donors funds
 - Non-disclosure of information, with the same effect
 - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage RACIDA or institutional donors financial interests
- **Collusion:** the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer RACIDA employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement that has the force of *res judicata*
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or sub suppliers

RACIDA will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have entered into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that RACIDA can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where RACIDA mission is operating or those of the country where the contract is to be performed

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- They have been the **subject of a judgement** that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

RACIDA will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required RACIDA as a condition of participation in the contract procedure or fail to supply this information

IV. Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices RACIDA will impose:

- **Administrative sanctions**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions**

RACIDA will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by RACIDA.

V. Information of the Donors

RACIDA will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

VI. Provision for institutional donors

The suppliers agree to guarantee a right of access to their financial and accounting documents to the representatives of RACIDA's institutional donors for the purposes of checks and audits.

VII. Documents to be a supplier

Hereafter is the minimal documentation a supplier working with RACIDA will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

Important note: Additional documentation may be required for a particular market.

In addition the supplier should have at least the following administrative material:

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- Invoice
- Waybill (or delivery note)
- Receipt
- Official stamp
- Tax clearance certificate

Appendix F:

**Declaration of compliance & commitment
to respect RACIDA's
Good Business Regulations**

I, undersigned*representative name*..... representative of ...*company name*..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of RACIDA Good Business Regulations and I commit to achieve the best performances in the event*company name*..... is awarded a market.

In addition, I certify that *company name* doesn't fall in any of the conditions mentioned in the paragraph III: Misbehaviour, ineligibility and exclusion.

I explicitly guarantee that *company name* respects the principle of the non-exploitation of child labour and respects the basic social rights and working conditions of employees and sub suppliers.

Last, I hereby certify that *company name* is not involved in any pending lawsuit regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

Date:

(*Signature
and stamp*)

Important note: *All the pages of these Good Business Regulations have to be endorsed with the initials of the company representative.*

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Appendix G:

PURCHASE CONTRACT

Note to Tenderers: This document will only be shared with the final supplier selected