Tender Documentation

Mukuru Slums Development Projects



Tender for Supply and Delivery of Non-Food Items to Mukuru Skills Centre, Lunga-Lunga for communities in Mukuru, Mathare, and Korogocho in Nairobi County

Ref: MSDP /SR 00001/2024/01

Contact

Email: procurement@mukuruprojects.org

Table of Contents

Invitation to Tender

Section 1	Introduction	
	1.1 Introduction to MSDP	
	1.1.1 Mukuru Slums Development projects	
Section 2	Instructions to Tenderers	
	2.1 Background to Tendering for Non-Food Items (As listed)	
	2.2 Tender Process	
Section 3	Supplier Tender Form & Tenders Relevant Experience	
Section 4	Tenderer's Declaration	
Section 5	MSDP Terms and Conditions	
Section 6	Specifications & Pricing Information	
Section 7	Code of Conduct and Associated Policies et al.	
Section 8	Submission Checklist	



Letter of Invitation to Tender

Tender ref.: MSDP /SR 00001/2024/01

Dear Sir/Madam.

SUBJECT: Tender for Supply and Delivery of Non-Food Items to Mukuru Skills Centre, Lunga-Lunga for communities in Mukuru, Mathare, and Korogocho in Nairobi County

Further to your enquiry regarding the publication of the above-mentioned Invitation to Tender, please find enclosed the following documents, which constitute the tender dossier:

Section 2: Instructions to Tenderers
Section 3: Tenderer Information Form
Section 3: Tenderer's Relevant Experience

Section 4: Tenderer's Declaration

Section 5: MSDP's Terms and Conditions

Section 6: Specification and Financial Offer Form

Section 7: MSDP Safeguarding Policies (MSDP Code of Conduct and Associated Policies 2020),

Anti-Fraud 2020 & Whistleblowing Policy 2019 can be found at the following links

Section 8: Submission Checklist

We look forward to receiving your tender on or before 4th September 2024 at 2pm addressed to:

The Procurement Officer
Mukuru Slums Development Projects
P.O. Box 26121-00504, Nairobi-Kenya

Your tender bid must include the following documentation so please use the list below as a 'Checklist' before submitting your tender to MSDP.

Description	Status *
Financial Offer as per specifications, Section 6 – Signed and stamped and dated	Mandatory
Certificate of incorporation	Mandatory
Pin Certificate	Mandatory
CR12	Mandatory
2024 Bank Statement- certified	Mandatory
Bank Statement for the past one year	Mandatory
Company Profile	Mandatory
Section 5 - Tenderers Declaration – Signed, Stamped and Dated	Mandatory
Certificate/reference information of previous contracts of similar nature & or value with NGO/UN agencies	Mandatory
Section 3 - Completed Supplier Tender Form	Mandatory
Valid Tax Compliance Certificate	Mandatory
Bank account details	Mandatory
Catalogues of supplies in stock	Desirable

Offers must be submitted in sealed envelopes, marked only "not to be opened before 4th September 2024 at 3 p.m." and should bear the tender reference "Tender Reference MSDP /SR 00001/2024/01" on the outside of the envelope for identification purposes.

Yours sincerely, Anne Muthoni

Programme Coordinator

SECTION 2: INSTRUCTIONS TO TENDERERS

1: INTRODUCTION

1.1 Introduction to Mukuru Slums Development projects (MSDP)

Mukuru Slums Development Projects (MSDP) is a Kenyan Non-Governmental Organization (NGO). The organization s mandate, vision and mission are driven by concern for the welfare of the slum community and the affirmation of the fundamental right of every individual to access quality life as well as a commitment to improve the health and economic status of Mukuru residents. MSDP'S Visions is a transformed society where everyone has access to basic needs and where social justice and human rights are the pillars of human growth.

1.1.1 Mukuru Slums Development projects

MSDP has a track record of working together with Mukuru's community to reduce poverty among informal settlement residents. The unique model of MSDP is to work holistically with right holders such as person with disabilities, women, teenage mothers, youth, street connected children and caregivers. The primary focus of MSDP's programming is to increase livelihood opportunities for women and youth, ensuring access to quality education, safeguarding, social protection for women and children, and development of life skills among the young generation. Improving the living conditions for people living in informal settlements in Kenya through transformative economic and social empowerment programmes. MSDP works in the entire Mukuru slums and other informal settlements in Nairobi.

MSDP works with other stakeholders and line ministries and appreciates community structures.

2. SUPPLIES/SERVICES TO BE PROVIDED

2.1 Background to Tendering for Supply of Non- Food Items

MSDP in partnership with Concern worldwide is partnering in a Flood Emergency Response in Nairobi (FERN) Activity targeting Internally Displaced Persons (IDPs) in the urban informal settlements, those affected by floods in Mukuru, Mathare and Korogocho. The project aims at ensuring the community access safe sanitation facilities, have increased knowledge about key public health risks and lead healthy lives of dignity.

MSPD seeks to procure NFI's to improve household sanitation.

Consequently, the FERN project embraces household water treatment as the most effective approach to enhance water safety as quickly as possible to meet urgent need.

MSDP will receive the bids at the MSPD Offices in Nairobi and after tender evaluation, <u>the successful</u> <u>bidder will be selected to supply and transport the items to project sites.</u>

2.2 Tendering Process

Geographical distribution areas.

Kenya	County	Sub-county	Urban Informal Settlement
Kenya	Nairobi	Embakasi East	Mukuru kwa Reuben
			Mukuru kwa Njenga
		Ruaraka	Mathare
		Starehe	Mathare
		Kasarani	Korogocho

The items to be procured is as follows:

Item	Quantity (Pieces)	Description	Unit Cost (KES)	Total Cost/HH in KES
Water Purification tablets	780,000	Aqua tabs		
Multipurpose bar soap - 1 Kg bars	93,600			
Sanitary Pads	93,600			
Water collecting jerrycans - 20 L Water storage bucket - 20 L	46,800 46,800	Branded 20 Litres new water jerrican Branded Plastic buckets 20 Litres		
Washing basin	46,800	Branded Washing basin big 16 Litres		
Total				

2.2.1 SUBMISSION of Tenders

Bids must be submitted in a sealed unmarked envelope. The envelope must state "Tender for NFI Supply, Transportation" Not to be Opened before " 4^{th} September 2024 @3pm". The envelope should be submitted to The Procurement Officer at the following address during the office hours of 09:00am – 02:00pm excluding lunch from 12:00 – 13:00.by 4^{th} September 2024.

Mukuru Slums Development Projects P. O. Box 26121 -00504 /Olesoi road Nairobi, Kenya www.mukuruprojects.org

The envelope must have no markings and will be registered by the MSDP contact point at the reception. The bidder will be required to sign to confirm delivery of the sealed bid.

2.2.2 Timetable for Tender Process

Line	Item	Date
1	Tender advert	29 th August 2024
2	Closing date for clarifications	30 th August 2024
3	Closing date and time for receipt of tenders	4 th September 2024 at 2:00pm
		Kenyan Time
4	Tender opening date and time	4 th September 2024 at 3:00pm
		Kenyan Time

Envelopes may be submitted to MSDP, Offices Olesoi road Lunga - Lunga, by 2:00Hrs EAT, on 4th September 2024. Any bid submitted after the deadline will not be accepted.

Portion of bids and physical bids which are not received by the closing date, will be treated as late bids and will not be included in the evaluation.

If the envelope is not sealed and not marked as instructed above, MSDP will assume no responsibility for the misplacement or premature opening of the bid. A bid opened prematurely will be rejected.

2.2.3 Language of the Offers

All offers submitted and any documentation must be submitted in English. Any documents such as certificates or licenses must be officially translated into English if the original is in another language.

2.2.4 Period of Validity of the Offers

All offers must have a price validity of a minimum of 90 Days from Closing Date of Submission.

2.2.5 Currency

All financial offers must be submitted in **Kenya Shillings (KES).** MSDP will operate the following payment terms for this agreement. Upon delivery, payment will be made within 30 days through Electronic Funds Transfer (EFT).

2.2.6 Type and Provision of contract

MSDP will award a Supply contract to the best bidder.

This invitation to tender is for supply and delivery of listed NFI's for one off supply starting from the date of both parties signing the contract.

2.2.7 Content of Tenders

Description	Status *
Financial Offer as per specifications, Section 6 - Signed and	Mandatory
stamped and Dated	-
Certificate of incorporation	Mandatory
Pin Certificate	Mandatory
CR12	Mandatory
2024 Bank Statement- certified	Mandatory
Bank Statement for the past one year	Mandatory
Company Profile	Mandatory
Section 5 - Tenderers Declaration – Signed, Stamped and Dated	Mandatory
Certificate/reference information of previous contracts of similar	Mandatory
nature & or value with NGO/UN agencies	
Section 3 - Completed Supplier Tender Form	Mandatory
Valid Tax Compliance Certificate	Mandatory
Bank account details	Mandatory
Catalogues of supplies in stock	Desirable

2.2.8 SITE VISIT

All tender bidders must carry out a site visit to delivery sites to ensure that a proper quotation for transport MSDP will not entertain any changes to quotes because of lack of proper site distance evaluation.

2.2.9 Essential Criteria

All tender bids must comply with the following essential criteria: -

- Have proven experience of selling and supplying NFI's. Deliver the complete tender pack prior to the deadline of submission.
- Deliver the tender pack in accordance with information provided in "Instructions to Tenderers"

2.2.10 Opening of Tenders

The opening of tenders will take place on 4th September 2024 at 15:00 (GMT +3).

The opening session will be carried out at MSDP Offices, Nairobi at the above address in Section 2.2.1.

All other information will remain confidential and will be discussed by the committee internally.

2.2.11 Evaluation of Tenders

All valid bids will be evaluated by an Evaluation Committee of MSDP who will assess the bids based on administrative/ preliminary, technical and financial evaluation, using the information provided in your submission.

MSDP reserves the right to request proof of your past work experience, and to visit the premises of bidders, previous projects, if this is deemed necessary to complete the evaluation.

Stage 1 Admin Criteria

This will involve assessing whether bidders have complied with submission requirements and have also attached copies of mandatory eligibility, and statutory documents as requested in Section 2.2.7. Evaluation at this stage will be conducted on **Yes/No**, and bidders are expected to submit ALL required items to proceed to the next stage of evaluation

Bidders who will not show evidence of all required items will not proceed to the next stage of technical evaluation.

Stage 2 Technical Evaluation

Bids will be evaluated to ensure that they are technically responsive to the technical specifications and contract conditions stated in the Tender Document.

The determination of a bidder's technical responsiveness will be based on the contents of the tender itself, subject to any clarifications received in the preliminary examination of Tenders.

Stage 3: Financial Evaluation Stage

Contract will be awarded to the bidder whose bid is determined to be technically responsive to the tender documents and who has passed the financial evaluation stage the lowest evaluated tender price.

- Bank Statements
 - 2024 Certified bank statements
- Financial Offer
- Lead/Delivery Time

Financial Evaluation will be carried out based on the financial offers of the tenderers. The financial offer must include any discounts for the award or other price modifications offered by tenderers.

It is MSDP standard policy not to negotiate on financial offers with tenderers. Therefore, all financial offers should reflect the best and final offer tenderers are willing to offer.

The Evaluation Committee will recommend the award of the contract to the bidder(s) whose bid has been determined to be substantially responsive, administratively and technically acceptable.

*In case of calculation inconsistency between unit and total price, the committee will consider the unit price as valid, and the total price will be recalculated accordingly.

MSDP is not bound to accept the lowest, or any offer. No commitment of any kind, contractual or otherwise will exist unless and until a formal contract has been executed by MSDP.

Tenderers must respond to all requirements set out in the instructions to tenderers document and complete all documents were requested in the tender dossier.

Failure to submit offers in the required format will result in the rejection of the tenderers bid.

Tenderers must disclose all relevant information to ensure that all offers are fairly and legally evaluated. Additionally, Tenderers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with MSDP. Any attempt to withhold any information that the Tenderer knows to be relevant or to mislead MSDP and/or its tender evaluation committee in any way will result in the company's bid being excluded.

Unsuccessful Tenderers will be notified by email after the tender process.

2.2.12 Clarifications & Queries

Should any bidder(s) need clarifications on any issue pertaining to the tender they can write to procurement@mukuruprojects.org quoting the tender reference number MSDP /SR 00001/2024/01 in the subject line. Requests for clarifications must be submitted before Friday 30th August 2024 - 15:00 Kenyan time. No clarifications will be answered after this date.

2.2.13 Cancellation of the Tender Procedure

The tender evaluation committee may request to cancel the announced tender or not conclude contract with the winning tenderer without having to provide any explanations.

Reasons for doing so might include:

- MSDP has not received any bid, or none of the bids received was qualitatively and/or financially worthwhile or all the bids received have been disqualified from the tender
- Major discrepancies have been found in the Tender Notice or other supporting documentation of the tender.
- Serious circumstances have occurred during the tender which prevent Concern to continue the tender
- Less than 3 (three) bids complying with the tender conditions have been submitted
- The awarded tenderers refuse to sign a contract with MSDP, have not stated true facts in their bid or their bid is at dumping price or otherwise jeopardizes free competition in the market (e.g. forbidden supplier agreements, cartels, and abuse of the leading position in the market).
- The most economically advantageous offer exceeds budgetary limits

MSDP also reserves the right to require compliance with additional conditions as and when issuing the final contract.

2.2.14 Appeals Process

Following confirmation of successful or unsuccessful offers, if a Supply Provider or potential Supply Provider has an issue which they feel requires an appeal they can lodge their appeal at the following email address, quoting the tender reference number **MSDP /SR 00001/2024/01** in the subject line. Info@mukuruprojects.org.

Please note that only appeals sent to this email address will be responded to. This email address should not be used to make enquiries about the tender; all enquiries or clarifications must be sent to MSDP procurement email – procurement@mukuruprojects.org as stated in Article 2.2.12.

2.2.15 Data Protection

MSDP guarantees that all procurement activities are transparently documented for internal or donor audit purposes. MSDP guarantees confidentiality of the procurement process.

Section 3 – Tenderer Information Form

3.1 Business Profile

Name of Company:	
Physical Address: giving details of building, house/plot number, street name. Please also include GPS coordinates	
Telephone Number:	
Email, if applicable:	
Contact Name, Telephone Number and Title	
Type of business (plc/limited company/ partnership etc)	
Years in operation:	
Provide information on any relationships that you have with Concern staff? – Friends/family/ business partners etc.	
3.2 Bank Details:	
Bank Name:	
Bank Address:	
Bank Account Name:	
Bank Account Number:	
How long has this Account been open?	
3.3 Payment Terms	
Number of days credit provided, if applicable:	
Preferred payment method: (cash/cheque/electronic payment)	
Price validity Period in months	
3.4 Product Information	
Where do you source your products? State Country of Origin.	
Do you provide warranty for your products?	
Do you offer after sales services e.g. Induction/user training. If yes, give more details.	
3.5 Delivery Terms	
Does the price include transport and delivery of the goods?	

What is the projected delivery period in days MSDP, after issuance of Purchase Order / Contract?	
Price validity in months?	

3.6 Reference of providing similar services in the past/Tenderers Relevant ExperiencePlease complete the table below using the format to summarise the **major relevant items/services/works** carried out in the course of the past 3 years by your company, by location. Please provide proof e.g. copy of LPO/Contract; please also provide details on additional pages, if needed.

NGO/Company Name	Contact Details in NGO/Co.	Total contract value	Dates	Description of Contract	Related Services Provided

Previous experience with MSDP if any:

Name of contact person in MSDP	Details of previous experience	Date of last contract/LPO

Section 4 – Tenderers Declaration

Tender Reference: MSDP /SR 00001/2024/01

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

- 1. We have examined and accept in full the content of the dossier for invitation to tender (Including MSDP's Terms & Conditions, Programme Participant Protection Policy, Child Safeguarding Policy, Anti Trafficking Policy, Whistleblowing Policy and Anti-Fraud Policy) No. < MSDP /SR 00001/2024/01 > of <August 2024>. 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 dossier and the conditions and time limits laid down, without reserve or restriction:
- 3. The price of our tender: [.....KES]
- 4. We will grant a discount of [......] or [......]
- 5. The Tender is valid for a period of 90 days from the final date for submission of tenders.
- 6. We will inform MSDP immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 7. We note that MSDP is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 8. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 9. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, MSDP reserves the right to terminate the contract with immediate effect.
- 10. We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in an analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 11. We have not been convicted of an offence concerning professional conduct by a judgement which has the force res judicata.
- 12. We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- 13. We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provision of the county in which we are established or with those of the country of the contracting authority or those of the county where the contract is to be performed.
- 14. We have not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests.
- 15. We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation
- 16. We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation
- 17. We confirm that we have read and understand the MSDP Code of Conduct and associated policies

(Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all our activities under any MSDP supply, service or works contract.

Additionally, we commit to abide by the points below: -

- Employment is freely chosen
- The rights of staff to freedom of association and to collective bargaining are respected
- Working conditions are safe and hygienic
- No exploitation of children is tolerated
- Wages paid are adequate to cover the cost of a reasonable living
- Working hours are not excessive
- No discrimination is practiced
- Regular employment is provided
- No harsh or inhumane treatment of staff is tolerated
- Local labour laws are complied with.
- Social rights are respected

18. Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use

Yours Faithfully.

Sustainability

• •	
Name and first name: <	>
Title: <	>
Duly authorized to sign this tender on behalf of:	
<	>
Place and date: <	>
Stamp of the firm/company:	

MSDP PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Client" refers to MSPD. The term "Service Provider" refers to the entity named on the order and contracting with the Client. The term "Contract" can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

- 1) **Price**: The prices stated on the order shall be held firm for the period of 3 months unless specifically stated otherwise
- **2) Source of Instructions:** The Service Provider shall not seek nor accept instructions from any source external to MSDP in relation to the performance of the contract.
- **3) Assignment:** The Service Provider shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Client.
- **4) Corruption:** The Service Provider shall not give, nor offer to give, anyone employed by the Client an inducement or gift that could be perceived by others to be a bribe. The Service Provider agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
- **5) Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Service Provider under the contract shall be the property of MSDP and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Client upon request.
- **5.1)** The Service Provider may not communicate at any time to any other person, government or authority external to MSDP, any information that has been compiled through association with MSDP which has not been made public except with written authorisation from the Client. These obligations do not lapse upon termination of the contract.
- **6)** Use of Emblem or Name: Unless otherwise agreed in writing; the Service Provider shall not advertise nor make public the fact that it is supplying goods or services to the Client, nor shall the Service Provider in any way whatsoever use the name or emblem of MSDP in connection with its business or otherwise.
- **7) Observance of Law:** The Service Provider shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- **8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.
- **8.1)** In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Service Provider must inform the Client of the full particulars in writing. If the Service Provider is rendered unable either in part or in whole to perform its obligations then the Client shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.
- **8.2)** If the Service Provider is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Client will have the right to suspend or terminate the contract on the same terms and conditions laid out below in 9, Cancellation.
- 9) Cancellation: The Client reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of MSDP and/or lack of funding. In

such a case the Service Provider shall be reimbursed by MSDP for all reasonable costs incurred by the Service Provider, including all materials satisfactorily delivered and confirming to specification and terms of the contract, prior to receipt of the termination notice.

- **9.1)** Should the Service Provider encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the Client reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.
- **10) Warranty:** The Service Provide shall provide the Client with all manufacturers' warranties. The Service Provider warrants that all goes supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non-conforming to specification, the Service Provider shall promptly rectify the defect. If the defect is permanent, then at the choice of the Client the Service Provider will either replace the item at their cost or reimburse the Client.
- 11) Inspection and Test: The Service Provide must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Client reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Clients' opinion, the goods and/or services do not comply with the specification, the Client will inform the Service Provider in writing. In such a case the Service Provider shall take the necessary action to ensure compliance, liability for any additional cost incurred in rectifying compliance will rest with the Service Provider.
- **12) Changes:** The Client reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination or delivery instruction. If any such change affects the price of the goods or performance of service the Service Provider and Client may negotiate an equitable adjustment to the contract, provided that the Service Provider claims for adjustments in writing to the Client within 30 days from being notified of any change.
- **13) Export Licence:** If an export license or licenses are required for the goods, the Service Provider has the responsibility to obtain that license or licenses.
- **14) Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.
- **15) Ethics:** The Conduct to which MSDP expects all of its Service Providers to respect is as follows:
- 1. Service Providers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all
- 2. Employment is freely chosen.
- 3. The rights of staff to freedom of association and to collective bargaining are respected.
- 4. Working conditions are safe and hygienic.
- 5. No exploitation of children is tolerated.
- 6. Wages paid are adequate to cover the cost of a reasonable living.
- 7. Working hours are not excessive.
- 8. No discrimination is practiced.
- 9. Regular employment is provided.
- 10. No harsh or inhumane treatment of staff is tolerated.
- 11. Local labour laws are complied with.
- 12. Social rights are respected.

Additionally, by acceptance by a supplier, service provider or contractor of a MSDP supply, service or works contract, they understand and agreed to abide by the terms of the MSDP Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

- **15.1)** Environmental Standards Service suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:
 - Waste Management.
 - Packaging and Paper
 - Conservation
 - · Energy Use
 - Sustainability
- **16) Rights of MSDP:** Should the Service Provider fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the Client may, after giving reasonable notice to the Service Provider, exercise one or more of the following rights:
- Procure all or part of the service from an alternate source, in which event the Client may hold the Service Provider liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract.
- **16.1)** The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the European Community will be informed where such practices may affect their financial interests.
- **17) No Agency:** This order does not create a partnership between the Client and Service Provider or make one party the agent for the other for any purpose.

Section 6- Specifications & Price Offer (See Separate Price Quotation Form)

Item	Specifications	Quantity	Image

Section 7 - MSDP Code of Conduct and Associated Policies et al.

Please read the following policies

MSDP Safeguarding Policies (Concern Code of Conduct and Associated Policies 2020), Anti Fraud 2020

Whistleblowing Policy 2019 can be found at the following links

https://www.mukuruprojects.org/wp-content/uploads/2024/08/MSDP-Anti-Bribery-policy.pdf & https://www.mukuruprojects.org/wp-content/uploads/2024/08/MSDP-Whilste-blowing-policy.pdf

These policies will form part of the contract upon award by MSDP.

Section 8 - Submission Checklist

Are you including the following with your submission?

Description	Status *
Financial Offer as per specifications, Section 6 - Signed and	Mandatory
stamped and dated	
Certificate of incorporation	Mandatory
Pin Certificate	Mandatory
CR12	Mandatory
2024 Bank Statement- certified	Mandatory
Bank Statement for the past one year	Mandatory
Company Profile	Mandatory
Section 5 - Tenderers Declaration – Signed, Stamped and Dated	Mandatory
Certificate/reference information of previous contracts of similar	Mandatory
nature & or value with NGO/UN agencies	
Section 3 - Completed Supplier Tender Form	Mandatory
Valid Tax Compliance Certificate	Mandatory
Bank account details	Mandatory
Catalogues of supplies in stock	Desirable