

10<sup>th</sup> April 2024

## Request for quotation (RFQ) – goods or services

RFQ Title:	Procurement of IT Equipment - Category Three
RFQ Issue Date:	10th April 2024
Terms of Reference / Specifications:	Specifications are stated below Detailed specifications are as per the attached TOR
Project	Data Modernization Initiative (DMI) Morningside Office Park, 3 <sup>rd</sup> Floor Ngong Road Nairobi Kenya
The Company	Palladium Development & Consultancy Kenya Limited P.O. Box 3170 – 00100 Nairobi Kenya
Closing Date and Time	25 <sup>th</sup> April 2024 Noon
Contact Person	Leah Magondu
Details for Submission	Via Email on PDF format to <a href="mailto:Leah.Magondu@thepalladiumgroup.com">Leah.Magondu@thepalladiumgroup.com</a> <a href="mailto:precious.mutisya@thepalladiumgroup.com">precious.mutisya@thepalladiumgroup.com</a> ; <a href="mailto:Ayub.Onyango@thepalladiumgroup.com">Ayub.Onyango@thepalladiumgroup.com</a>

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

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time.

I look forward to your response. If you have any queries, please do not hesitate to contact me on +254 717969471 or by e-mail [leah.magondu@thepalladiumgroup.com](mailto:leah.magondu@thepalladiumgroup.com).

Yours sincerely,

Leah Magondu

Procurement & Contract Leads

## Terms and conditions

### 1. Quote Conditions

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

### 2. Quote Lodgement

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

### 3. Evaluation

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

### 4. Alterations

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

### 5. The Company's Rights

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

### 6. Amendments and Queries

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

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

### 7. Clarification

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

### 8. Confidentiality

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

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

### 9. Alternatives

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

### 10. Reference Material

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

### 11. Price Basis

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

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

### 12. Financial information

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

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

### 13. Referees

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

### 14. Conflict of interest

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

### 15. Inconsistencies

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

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

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

### 16. Collusion and Unlawful Inducements

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

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

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

### 17. Jurisdiction

This Agreement shall be subject to the laws of the Jurisdiction. 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.

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.

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.

## Schedule - Terms of Reference

### Purpose

We are requesting bids for IT equipment. Specifically, Desktop Computers Qty 31, UPS Qty 44, Wireless Access Qty 17 & External Backup Drive Qty 2.

### Type of Contract

Purchase Order

### Anticipated Contract Terms

3 to 6 weeks delivery time from date of Purchase Order

### The Project

Palladium Development & Consultancy Kenya Ltd, with funding from the US Centers for Disease Control and Prevention Global Health Security (DGHP), is spearheading a project known as the **Data Modernization Initiative** (DMI) in partnership with the Ministry of Health (MOH). The primary goal of this initiative is to enhance the utilization of data gathered through electronic medical records (EMRs) during routine healthcare service provision for the purpose of disease surveillance. This endeavor, referred to as the Data Modernization Initiative, forms an integral component of broader pandemic preparedness endeavors.

### Timeline

Deadline for submission of quotations is **24<sup>th</sup> April 2024 by Noon**. The quote should be valid for 30 days from submission and if accepted Palladium Development & Consultancy Kenya Ltd will issue a Purchase Order.

### Specification for the goods

#### 1. **Standard Desktop Computer: Qty = 31**

##### Specifications:

- Storage: 500 GB
- RAM: 8GB
- Processor: Intel i7
- OS: Windows 10 pro
- Applications: Office 2019 Installed
- Graphics: Intel integrated Graphics
- **Accessories:**
- Monitor: TFT 19 Inch
- Mouse: USB Laser
- Keyboard: USB Standard QWERTY keyboard
- Ports : (RJ45 Ethernet port; USB: 4; HDMI: 1; VGA: 1, Audio)
- Wireless Adapter:
- Power Supply: 240W
- At least 1 year warranty.

#### 2. **UPS: Qty = 44**

##### Specifications:

- Capacity: 700 VA
- Power:
  - Output Voltage: 230V
  - Input Voltage: 230V
  - Max configurable power 390Watts
- Features: Automatic Voltage Regulator (AVR IEC Sockets)
  - Battery-protected and surge-only outlets
  - Intelligent battery management
  - Automatic self-test
  - Audible alarms
- Topology: Standby
- Battery Type: Maintenance Free sealed Lead-acid (leakproof)
- 1 Year Warranty.

### 3. Wireless Access: Qty = 17

- Networking Interface: 2x2 WiFi dual band / Ethernet Gigabit
- Ports: (1) 10/100/1000 Ethernet
- Buttons: Reset
- Antennas: 2 Dual band antennas
- Wi-Fi Standards: 802.11a/b/g/n/ac
- PoE enabled.
- Wireless Security: WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)
- Certifications: CE, FCC, IC
- Mounting: Wall/Pole/Fast-Mount (Kits Included)
- Traffic management: VLAN 802.1Q (supported)
- Other Features:
  - High-performance,
  - Speeds of up to 1000Mbps
  - Wi-Fi with 2x2 MIMO technology
  - High transmission power and high gain antennas provide a long-range coverage area.
- At least One Year Warranty

### 4. External Data Backup drive: Qty = 2

- Capacity: 4TB
- Connector: *Micro-B, Power Supply.*
- Interface: USB 3.0
- Certifications: FCC-ICES, CE,
- Compatibility: *Windows 8.1+, Unix (Linux & MacOS)*
- Features: *High-Capacity Add-on Storage, Fast Data Transfers, Raid Configurable, Plug-n-play ready for Windows environment, Password Protection enabled, Encryption enabled, Automatic Backup, Software Backup.*
- At least 1 year Warranty.

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We will assess each submission based on the Selection Panel Report and will be based on compliance with this Request for Quotation, ability to meet the requirement as specified and overall value for money using the criteria.

- i. The equipment should correspond to the criteria and specifications as mentioned above under specification of goods.
- ii. The price unit of the each equipment

#### **Instructions to the offerors**

- i. The quotations should be in USD.
- ii. The quotations should be VAT inclusive.

If these minimum criteria are met, the lowest priced offeror will be awarded.

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

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

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process.