



ANGLICAN DEVELOPMENT SERVICES LIMITED

P.O.BOX 2830-50100,

27.11.2023

KAKAMEGA, KENYA

INVITATION TO BID

SUBJECT: SUPPLY & DELIVERY OF TOOLS AND METALLIC STANDS

REF: ADSW /TD/13/2023

Anglican Development Services Western Limited (ADS-W) is a faith-based development organization that aims to contribute to sustainable development of communities in Western Kenya since January 1997. ADS-W is implementing a **Food systems project** in the three counties of Kakamega, Siaya and Bungoma. To achieve the goals of the project, we invite eligible bidders to apply for various **Tools and Metallic stands** as below:

LOT 1: Tools

LOT 2: Metallic stands

Please refer to the attached BoQs for breakdown of the specifications and quantities.

Bidders can apply for one or all the above lots depending on their capacity and specialization.

1. General remarks and special condition

All items must be sound, fair and in merchantable quality. The quality must be in line with the technical specifications stated in this invitation to tender. The bidder has to clearly indicate and specify the details of the offered product in case of an alternative offer.

- **If tender is awarded, delivery shall be immediate i.e within max 7 days from the date of receiving and signing the acceptance letter.**
- **All offered products must meet national/international standards such as DIN/ISO**
- **We reserve the right to divide the order into lots and order from various bidders.**
- **Timely arrival is of utmost importance.**
- **Bidders are requested to bid per lot including transport to the respective destinations on the specific BoQs**
- **Part shipment will not be allowed without the authorization of ADSW.**

2. Specifications / Quantities

Specifications and quantities are contained on the attached BoQs (refer to the attached BoQs)

3. Marking

Not Applicable

4. Packaging and picking

The packaging has to be appropriate to the nature (size, weight) of the items. The packaging should avoid transport damages and protect the goods from bad weather conditions. Packaging should be such that easy off loading, by manpower is appropriate. Loading and packaging costs must be included in the unit costs.

5. Samples/Pictures/Specifications

All technical specifications need to be provided with the financial tender documents.

Shortlisted suppliers may be contacted and requested to provide samples for specific items to. The provision of samples may be an essential part of the tender evaluation for the shortlisted suppliers. The unsuccessful bidders will be informed to collect the samples. Please note that the process of samples evaluation may involve opening of certain packages. Bidders must therefore consent to this action.

6. Delivery conditions

Delivery destinations are indicated on the respective BoQs.

Transportation cost must be included per lot. Partial shipment without the authorization of ADSW will not be accepted. Each shipment must be announced with 24hrs prior notice before delivery.

7. Delivery schedule

Delivery shall be within the shortest time possible i.e max within 7 days from the date of receipt and signing the acceptance letter. Bidders must indicate expected lead time/delivery period from acceptance to actual delivery per lot.

8. Prices

Prices to be indicated in KES only. Quotations stated in other currencies will not be considered in the awarding process. Prices must include all possible taxes and charges.

9. Accessing the Tender documents

The tender document is accessible on-line free of charge. There is no option for hardcopy collection. Below is the link:

10. Inspection, acceptance, and rejection

The Contractor shall provide and maintain an inspection, quality, and process control system acceptable to ADSW covering the Goods under the Contract. Records of all inspection work by Contractor shall be kept complete and available to ADSW during the performance of the Contract and for twenty-four (24) months after completion, if not otherwise specified in the Contract. Copies of all material certifications and test results will be submitted to ADSW upon request.

ADSW reserves the right to inspect and test through its representatives all Goods ordered under the Contract at any time and place. The Contractor, without additional charge, shall provide all facilities for inspection and all necessary support to ensure that inspections can be performed in such a manner as not to unduly delay delivery of the Goods.

ADSW may reject any Goods supplied under the Contract that do not meet the requirements of the Contract or apply a penalty for Goods not fully conforming to such requirements. Rejection of the Goods shall be made as soon as practicable after delivery of the Goods to their final destination.

Neither any inspection carried out by representatives of ADSW nor any acceptance of the Goods or part thereof by WHH nor any omission by ADSW to inspect, accept and/or reject the Goods or part thereof shall release Contractor from its responsibility for such Goods that are not in accordance with the requirements of the Contract, including warranties.

11. Ordering Party

ADS-W LIMITED

Regional Office Kakamega

P. O. Box 2830-50100,

Kakamega

12. Consignee/Notify

ADSW regional office Kakamega

13. Paying authority

ADSW Limited

14. Documents

Following documents must be submitted before tender closing:

Following documents must be included in the bid document:

- Quotation/Bid **on the tenderer's letterhead** hardcopy.
- Fully completed supplier declaration form (see attachment in PDF). Any supplier missing this will automatically be disqualified.
- Copy of Supplier's KRA PIN and updated tax compliance certificate if not yet in our database.
- Literature on offered products especially technical goods.

15. Payment Conditions

Cash against documents (CAD). Payment within 10 working days upon receipt of Original Invoice and delivery note. Payment shall be effected through cheque payment.

16. The language of bid

The tender, all correspondence, and documents related to the tender exchanged by the bidder and the Contracting Authority must be written in the language of the procedure, which is English.

17. Contradiction or errors in the bid documents

If the bidder notices contradictions or errors in the bid document or specifications that are unclear, the bidder must clarify the issue by making queries before the set **deadline for submission of inquiries/questions**.

The principle hereby agrees to clarify all queries to all interested bidders upon request in messaging form through the email (procurement@adswestern.org).

18. Alteration or withdrawal of bids

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

No bid may be withdrawn in the interval between the deadline for submission and bid opening of bids and the expiry of the tender validity period. Any correction of information must be explicit and is to be confirmed through the email.

19. Errors in Calculations

Bids submitted by interested bidders will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

Where there is a discrepancy between amounts in figures and in words, the amount in words will be the considered amounts.

Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price considered.

Amounts corrected in this way will be binding on the bidder. If the bidder does not accept them, its bid will be rejected.

20. Penalties

In the event of delay in delivery caused other than by force majeure ADSW is entitled to make use of a penalty of 5/1000 per calendar day of the total value of the consignment still to be delivered.

The penalty will be deducted from the invoice. In the event of incomplete delivery caused by the Supplier, ADSW is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging, ADSW reserves the right to deduct from the relevant order sum an amount according to the variance to the requested specification. In case the quality is not in line with specifications initially agreed by both sides, the Supplier has to inform ADSW as soon as possible. Goods not meeting agreed quality will be rejected by ADSW, but if ADSW accepts these goods a deduction from the order sum and a penalty will be applied.

21. Evaluation and qualification criteria

- We reserve the right to divide the order per lot to different suppliers.
- Suppliers not providing all necessary documents, properly signed and stamped will be excluded.
- The deadline for the submission of the requirements is firm and non –negotiable. Late submission of offers will not be taken into consideration.

The following criteria will be considered in the contract granting:

- 80% price (total cost per lot for materials + transport)
- 10% clarity & completeness of quote per lot
- 10% Past performance track record with ADSW

22. Tender deadline

Deadline of submission shall be **Friday 8th December 2023 at 11:00AM Kenyan time**

23. Tender Conditions

The tender must be valid 21 days from tender deadline **at minimum**.

Quotations must specify all details according to the tender text. Incomplete offers and offers that arrive later than the deadline for reply will automatically be excluded. All responses will be opened by the ADSW tender committee and one representative from WHH. Suppliers who do not receive a written feedback 21 days after expiry of the deadline should consider themselves unsuccessful.

In case of need for clarification, please submit your questions online on the same link provided above.

24. Terms and Conditions of Contract / Purchase Order

The contract may not be awarded to candidates or tenderers which, during the procurement procedure:

- (1) are subject to a conflict of interests;
- (2) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the contract procedure or fail to supply this information.

25. Anti-Terrorism Policy

ADSW renounces all forms of terrorism and will never knowingly support, tolerate or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, ADSW is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of ADSW to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, ADSW will match their suppliers and Service providers against the Sanctions lists on a regular basis. By submitting an offer, suppliers and service providers agree to this.

This tender is valid without original signature as well.

ANNEXES:

- I. Supplier Declaration Form (5 pages)**
- II. Bill of Quantities**