



STRATEGIES FOR NORTHERN DEVELOPMENT (SND) – KENYA

TENDER DOCUMENT TO UNDERTAKE PROCUREMENT OF FARM EQUIPMENT

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TENDER INVITATION

Re: Procurement of Farm Equipment

The Strategies for Northern Development (SND), is a local non-governmental organization working with nomadic pastoralist communities in Northern Kenya and Southern Ethiopia. SND was registered in Kenya with the NGO Coordination Board as a fully-fledged NGO on 6th December 2007.

SND is driven by a vision to see a society where all pastoralist communities are resilient and live a dignified life and a mission to empower and transform pastoralist communities to be self-resilient in life. Key thematic areas of focus are;

- i. Peacebuilding and Governance
- ii. Food Security, Sustainable Livelihoods, and Resilience
- iii. Water, Sanitation, and Health
- iv. Child Protection and Education and,
- v. Humanitarian assistance.

SND has secured funding from GFFO through DRC and intends to undertake procurement of farm equipment for beneficiaries in Laisamis Sub-County.

For this purpose, we hereby invite bidders to submit quotations for the execution and completion of the above assignment as provided in the tender document.

DESCRIPTION OF WORK/SERVICE

No	Description of items	Unit	Quantity	Unit price	Total
1	<i>Shade Net(4m by50m 75% dark green)</i>	Roll	16		
2	<i>Spinach - Ford hook Giant (100gm)</i>	gm	50		
3	<i>Multi-storey Vertical Bag (100 plants capacity)</i>	Pcs	50		

4	<i>Kale - Thousand-headed (100gm)</i>	gm	50		
5	<i>Spinach – Georgia (100gm)</i>	gm	50		
6	<i>Cowpeas (M66/K80) (100gm)</i>	gm	50		
7	<i>200-litre storage tank</i>	Pcs	50		
8	<i>3-liter sprayer</i>	Pcs	50		
9	<i>Hoe</i>	pcs	50		
10	<i>Spade</i>	Pcs	50		
11	<i>Watering can</i>	Pcs	50		
	<i>TOTAL</i>				

Amount in words.....

.....

Company's Name



.....
Supplier's Name

.....
Address

Signature

GENERAL TERMS AND CONDITIONS

- 1) **Price:** The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise
- 2) **Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to SND in relation to the performance of the contract.
- 3) **Assignment:** The Supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.
- 4) **Corruption:** The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier 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 Supplier under the contract shall be the property of SND and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.
 - a. The Supplier may not communicate at any time to any other person, government or authority external to SND, any information that has been compiled through association with SND which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

- 6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of SND in connection with its business or otherwise.
- 7) **Observance of Law:** The Supplier 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.
 - a. In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the Supplier must inform the Buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.
 - b. if the Supplier is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.
- 9) **Cancellation:** The Buyer 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 SND and/or lack of funding. In such a case the Supplier shall be reimbursed by SND for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.
 - a. Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer 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 Supplier shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods 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 Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.
- 11) **Inspection and Test:** The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure

compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

- 12) **Changes:** The Buyer 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 goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 30 days from being notified of any change.
- 13) **Export Licence:** If export licenses are required for the goods, the Supplier is responsible for obtaining that license.
- 14) **Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

ESSENTIAL REQUIRED DOCUMENTS

The tenderer must attach the following documents to the tender to be submitted:

1. **Business registration certificate**
2. **KRA PIN No.**
3. **KRA compliance certificate**
4. **Proof of similar assignments completed**

NB Quotation is to be filled as per the specification given and submitted on or before 4th November 2023 to procurement@sndafrica.org