**Crown Agents’ Reference: CA/108819D/0006**

|  |
| --- |
| **BID CLOSING DATE**  **4th June 2019**  **AT**  **CROWN AGENTS, LONDON, UK** |

**Date: 21st May 2019**

Dear Sirs

**INVITATION TO BID (“ITB”) FOR THE SUPPLY OF 5KVA DIESEL GENERATORS**

**COVER LETTER (“COVER LETTER”)**

Crown Agents Limited (“Crown Agents”) acting as agents for and on behalf of their Principal, enter Development Alternatives Inc. (DAI), invite you to submit a bid for the supply of Goods as specified in the attached Appendices.

The Goods are for use in Ethiopia by Land Investment for Transportation (LIFT) ("the End-User").

**Bid Submission**

Bidders should read these instructions carefully before completing the bid documentation. The bid must include each of the following documents identified below, fully completed by the bidder together with any supporting literature required by the relevant document. The documents marked (Appendix) are provided as appendices to this document. The remaining documents are available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads> and it is the bidder’s responsibility to ensure that copies of these documents are downloaded for inclusion in the bid.

Failure to comply with any of the instructions concerning completion and submission of its bid may render (at Crown Agents absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

* **Schedule of Goods**  (from Appendix B)
* **Bid Specification and Statement of Compliance** (from Appendix C)
* **Form of Bid** (from Appendix D)
* **Business Partner Questionnaire** (download)
* **Shipping Specification**  (download)

The form of Contract as attached at Appendix E to this ITB identifies the documents that shall be incorporated within any resulting contract and are available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>.

These documents will include but not be limited to the **General Conditions of Contract for the Purchase of Goods (2013)** (“the Contract Conditions”) in addition to the Special Conditions of Contract (“the Special Contract Conditions”) as attached at Appendix F. In the event of any conflict between the Contract Conditions and the Special Contract Conditions, the latter shall prevail.

The **Business Partner Questionnaire** available as a download isrequired to establish the bidder’s capability to perform any subsequent Contract. Complete all sections and attach a copy of the previous two years audited annual report and accounts. Failure to provide such information may result in the bid not being considered.

The **Shipping Specification Form** available as a download must be completed in full for assessing freight costs. Crown Agents reserve the right to seek alternative freight quotes and where a more competitive freight quote is received to contract on FCA or FOB terms.

**Bids must comply with the following conditions:**

Bids are sought on a competitive basis and all prices are subjected to detailed scrutiny and may be subject to negotiation.

The bid as well as all correspondence and documents relating to the bid, between the bidder and Crown Agents, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language but they must be accompanied by an accurate translation of the relevant passages in the English language**,** in which case, for the purposes of interpretation of the bid, the translation shall govern.

All bids, including annexes and all supporting documents must be submitted either in hard copy or by e-mail.

**Electronic Submissions**

If you wish to submit your bid by e-mail, please send all documents required by the ITB in a non-editable format to Nigel Whyborn [nigel.whyborn@crownagents.co.uk](mailto:nigel.whyborn@crownagents.co.uk) by the Bid Closing Date and Time. Failure to submit a bid in a non-editable format may (at Crown Agents absolute discretion) result in the rejection of your bid.

The electronic message subject header must contain the reference, **CA/108819D/0006**, and **“Not to be opened before the bid closing date, 4th June 2019”**.

It is the responsibility of the bidder to ensure that the correct reference and closing date are included on the electronic message header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details.

**Hardcopy Submissions**

If you wish to send your bid in hard copy it must be received by Crown Agents at the following address: Nigel Whyborn, Crown Agents Limited, 7th Floor, Blue Fin Building, 110 Southwark Street, London, SE1 0SU, UK.

The bid must be in a sealed envelope and the envelopes and packages must contain the reference for this ITB **CA/108819D/0006** and state **“Not to be opened before the bid closing date, 4th June 2019”**.

Envelopes and packages must not bear any external reference to the bidder.

Bidders must submit two copies of the bid: one original, marked “original” and one copy signed in the same way as the original and marked “copy.”

**Deadline for bid submissions**

**All bids, whether submitted electronically or in hard copy, must be received by 4th June 2019. Any bid not sent to the correct address and/or received late will be rejected.**

If a bid is sent by e-mail, the bid will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of the e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder’s computer.

All incoming emails to Crown Agents are virus scanned prior to acceptance into the destination mail box. Any email containing a virus will therefore not reach the destination mail box meaning that the bid has not been received by Crown Agents.

If a bid is sent by hardcopy, the bid will be deemed to have been received by Crown Agents on the date and at the time of signature of the receipt of the bid at Crown Agent’s office.

If deemed receipt of an email or hard copy bid is not within business hours (meaning 9.00 am to 5.30 pm UK time Monday to Friday on a day that is not a public holiday in the UK), the notice or other communication is deemed to have been received when business next starts in the UK.

Crown Agents does not accept responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions.

Any additional costs incurred by Crown Agents, their Principal or the End-User which result from any inaccuracies or any declarations in respect of the Goods or the bidder’s failure to conform with the requirements of a resulting Contract will be charged to the bidder.

**ITB Acknowledgement and Intention to Submit a Bid**

Upon receipt of this ITB, bidders are requested to send an acknowledgement by e-mail to Nigel Whyborn, [nigel.whyborn@crownagents.co.uk](mailto:nigel.whyborn@crownagents.co.uk), Crown Agents confirming receipt.

Bidders are requested to notify the undersigned in writing of their intention to submit a bid no later than 4th June 2019. Where applicable, such notification should state the reason(s) for the bidder declining this opportunity to submit a bid.

**General**

Bidders must certify in the Form of Bid at Appendix D that any statement made in their Business Partner Questionnaire submission remains true and accurate in all material aspects or should declare any changes to their Business Partner Questionnaire submission.

It is not permissible to transfer this Invitation to Bid to another natural or legal person.

Any questions which you may have in relation to this Invitation to Bid must be raised in accordance with the instructions contained in the Clarification of bidding documents paragraph of the Instructions to Bidders.

Yours faithfully

**Nigel Whyborn**

**Supply Chain Specialist**

E-mail: [nigel.whyborn@crownagents.co.uk](mailto:nigel.whyborn@crownagents.co.uk)

**APPENDIX A**

**INSTRUCTIONS TO BIDDERS**

# About the Programme

The DFID funded Land Investment for Transformation Programme (LIFT) in Ethiopia aims to increase land tenure security through second level land certification (SLLC) and improved rural land administration systems, maximising benefits to small holder farmers through a making markets work for the poor (M4P) component, in the four states of Oromia, Amhara, Tigray and the Southern Nations, Nationalities and Peoples Region (SNNPR). At the national level the project will work with the Government of Ethiopia to ensure the transparency of land allocation, commercial land investment procedures and other policies and procedures are consistent with international good practice and human rights commitments.

Under the SLLC and RLAS component DAI has appointed Crown Agents as their procurement agent to undertake the procurement and logistics of items to be purchased.

**Funding:** It is intended that funds in respect of any contract awarded as a result of this Invitation to Bid will be deposited by the Principal prior to contract placement, in an account with Crown Agents nominated Bank. In preparing the bid the bidder should take into account the fact that funds to meet the costs of the contract will be held in freely convertible currency by a U.K. bank.

**Variant Bids:** Variant bids are not acceptable and only one bid may be submitted by each bidder. Any alternative bids submitted will be rejected**.**  For the avoidance of doubt,it is permissible to submit an alternative element within the Bid Specification but only where such alternatives are called for in the specification and on the basis that the alternative does not materially change the requirement of the specification. Crown Agents reserve the right to determine at its absolute discretion whether any such alternative does materially change the requirement of the Bid Specification. **It is the responsibility of the bidder to comply with the instructions contained at the foot of the Bid Specification and Statement of Compliance. If in Crown Agents’ opinion, any such instructions have not been adhered to then Crown Agents reserve the right at its absolute discretion to reject the bid.**

**Clarification of Bidding Documents:** Any request for clarification of this ITB must be submitted to Nigel Whyborn (as named above) in writing no later than **28th May 2019**. Failure to do so will mean that Crown Agents is unable to respond to the clarification request. This will ensure that Crown Agents is able to supply any required clarification to bidders in sufficient time for such to be taken into account by bidders in the formulation of their bid. Crown Agents will provide written responses to the clarification requests received prior to the deadline but will not respond to clarification requests raised after the deadline. Where Crown Agents identifies any requirements for new or additional information to be provided, it will ensure that such new or additional information is notified to bidders as soon as reasonably practicable. Crown Agents will ensure that bidders are afforded non-discriminatory and equal treatment. Crown Agents may, at its sole and absolute discretion extend the deadline for submission of bids to provide bidders with sufficient time for any clarification response to be taken into account in their bid.

Any clarification requests raised by bidders will be handled as follows:

a) If a bidder considers any response to its questions or requests for clarification would reveal, information of a confidential or commercially sensitive nature relating to its business, or in the case of a consortium, the business of any of the consortium members, it should state this clearly and provide reasons.

b) If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a bidder but Crown Agents does not agree, it will offer the bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all bidders.

Requests for clarification and shall be sent by e-mail to Nigel Whyborn and will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of an e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder’s computer. If deemed receipt is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt. All times are to be read as local time in the place of receipt.

**Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, Crown Agents, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may (at its absolute discretion) modify the bidding documents in any way.

All bidders will be notified of the amendment in writing, and the amendment will be binding on them.

In order to allow bidders reasonable time in which to take the amendment into account in preparing their bids, Crown Agents (at its discretion) may extend the deadline for the submission of bids.

**Modification and Withdrawal of Bids:** A bidder may modify or withdraw its bid after the bid’s submission, provided that (1) written notice of the modification, including substitution or withdrawal of the bids, is received by Crown Agents prior to the required deadline for submission of bids and (2) the modified bid is received by Crown Agents in compliance with the bid submission requirements detailed in the Cover Letter prior to the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Form of Bid.

**Currency:** Unless otherwise indicated prices should be quoted in **Pound Sterling (GBP)**. Please ensure that the currency is clearly stated.

Any resultant Contract will be placed in GBP. **The bidder shall not be permitted to amend the currency of the bid once the bid has been submitted.**

**Liquidated Damages:** The bidder’s attention is drawn to Clause 15 of the Contract Conditions.

**Guarantee:** The bidder’s attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

**Request for Third Party Payment:** If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder’s attention is drawn to the provisions of Clauses 20.6 of the Contract Conditions.

**Evaluation:** Bid responses will evaluated as follows:

Prior to commencing evaluation, bid responses will be subject to a preliminary evaluation to ensure they are fully compliant with the bid submission requirements. Crown Agents may (at its absolute discretion) reject any bid responses which it considers is non-compliant with the bid submission requirements.

Those bid responses that have not been rejected at preliminary evaluation will be subject to technical evaluation for compliance with the Schedule of Goods (Appendix B) and the Bid Specification and Statement of Compliance (Appendix C). **If in the opinion of Crown Agents, any bid response does not meet the requirements as detailed within Appendices B and C then the bid response will be rejected as non-compliant and will not be evaluated further**.

The award criteria comprise:

Evaluated bid price

Delivery Period

Quality of bid and compliance with bid specification

Financial Standing Compliance with the contractual requirement

**Bidders shall not be permitted to correct or withdraw material deviations or reservations once bids have been opened, the exception being arithmetical errors identified by Crown Agents during evaluation and following clarification, such arithmetical errors shall be adjusted at line item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.**

**Clarification of bids:** During evaluation of the bids, Crown Agents may, at its sole and absolute discretion, ask the bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITB. The request for clarification and the response shall be in writing.

No bidder shall contact Crown Agents, the Principal or the End-User on any matter relating to its bid, from the time of issue of the ITB, up to the time the contract is awarded, unless instructed to do so by Crown Agents and/or for reasons as stipulated in the ITB. If the bidder wishes to bring additional information to the notice of Crown Agents, it should do so in accordance with the Clarification of Bidding Documents clause of these Instructions to Bidder.

Without prejudice to any other remedies (whether civil or criminal), any effort by a bidder to influence Crown Agents, the Principal or the End-User in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

**Confidentiality:**  Subject to the paragraph below, the contents of this ITB are being made available by Crown Agents on condition that the bidder:

* treats the information in the ITB and any related documents (“Information”) as confidential, save in so far as they are already in the public domain;
* does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised;
* does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
* does not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the bidder’s advisers, sub-contractors or to another person provided that:

* the disclosure is for the sole purpose of enabling a bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the bidder; or
* the bidder obtains the prior written consent of Crown Agents in relation to such disclosure, distribution or passing of Information; or
* the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this competitive bidding exercise or to any contract arising from it; or
* the bidder is legally required to make such a disclosure.

In this paragraph, the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.

By participating in this competitive bidding exercise, the bidder understands and agrees and shall obtain agreement from all sub-contractors who participate in their bid that Crown Agents is permitted to disclose all information submitted to them as part of the bid to the Principal and the End-User.

**Signing of Contract:** At the same time as Crown Agents notifies the successful bidder that its bid has been accepted, Crown Agents shall endeavour to send the successful bidder the Contract in the format provided at Appendix G, incorporating all agreements between the parties.

As soon as practically possible, but no more than five (5) working days following receipt of the Contract, the successful bidder shall sign and date the Contract and return it to Crown Agents.

**Disclaimers:**  The bid process is governed by and construed in accordance with the laws of England.

All material issued in connection with this ITB shall remain the property of Crown Agents and shall be used only for the purpose of this competitive bidding exercise.

Crown Agents shall not be committed to any course of action as a result of:

* issuing an ITB;
* communicating with a bidder or a bidder’s representatives or agents in respect of this procurement; or
* any other communication between Crown Agents and any other party.

Bidders shall accept and acknowledge that by issuing this ITB Crown Agents’ shall not be bound to accept any bid and reserves the right not to award the Contract for some or all of the Goods for which bids are invited.

No information contained in this ITB, or in any communication made between Crown Agents and any bidder in connection with this ITB, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this competitive bidding exercise. Crown Agents reserves the right, to change without notice the basis of, or the procedures for, the competitive bidding exercise or to terminate the competitive bidding exercise at any time.

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bid and all other stages of the selection and evaluation process. Under no circumstances will Crown Agents, the Principal, or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this competitive bidding exercise.

Crown Agents reserves the right to reject bids which are not submitted in accordance with the instructions given including but not limited to where a bidder:

* submits its bid after the deadline for bid submissions;
* provides a bid that is incomplete, fails to provide any of the required information (including but not limited to any financial information requested in any of the appendices of this ITB) or not in the specified format (including but not limited to providing all the required responses in the Bid Specification and Statement of Compliance or prices and associated information requested in the Schedule of Goods);
* makes or assumes any amendments or qualifications to this ITB and/or any of its supporting documents (including but not limited to amending or qualifying the Form of Bid or Bid Specification and Statement of Compliance); or
* fails to comply fully with the requirements of the award process set out in this ITB or is guilty of a serious misrepresentation in supplying any information required in this ITB [or in its response to the Supplier Data Record].

Crown Agents reserves the right to change without notice the procedure for awarding the Contract, to reject any or all bids, to stop the competitive bidding exercise and not award the Contract (in whole or in part) at any time without any liability on its part. Nothing in this competitive bidding exercise is intended to form any express or implied contractual relationship between the parties unless and until the Contract is executed by both parties. Crown Agents nor the Principal are not liable for any costs resulting from cancellation of this competitive bidding exercise nor any costs incurred by bidders taking part in it.

Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the bidder to inform Crown Agents detailing the conflict in writing. Crown Agents will be a final arbiter on cases of potential conflicts of interest. A failure to notify Crown Agents of any potential conflict of interest will invalidate any verbal or written agreement.

Crown Agents reserves the right to disqualify any bidder whose circumstances change to the extent that the bidder makes material changes to any aspect of its response to any matter raised during the competitive bidding exercise. Where a bidder becomes aware during this process of a change in circumstances or information supplied, it should notify Crown Agents of this immediately.

This ITB is made available in good faith. Neither Crown Agents, the Principal nor their advisers, directors, officers, members, partners, employees, other staff or agents:

* makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITB; or
* accepts any responsibility for the information contained in the ITB or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication;

and are therefore expressly disclaimed by Crown Agents, the Principal and their advisers, directors, officers, members, partners, employees, other staff or agents.

Any persons considering making a decision to enter into contractual relationships with Crown Agents following receipt of the ITB should make their own investigations and their own independent assessment of Crown Agents and its requirements for the Goods and should seek their own professional financial and legal advice.

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of bids.

* Crown Agents shall be under no obligation to accept the lowest or any bid.

Bidders must be explicit and comprehensive in their responses to this ITB as this will be the single source of information on which responses will be scored save for any further information or advice sought by Crown Agents in accordance with the Clarification of bids paragraph above. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITB is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a bidder to submit a bid or enter into the Contract or any other contractual agreement.

Crown Agents relies on a bidder's own analysis and review of information provided. Consequently, bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the competitive bidding exercise.

Participation in the bidding process shall be treated by Crown Agents as acceptance by the bidder of all the terms and conditions contained in this ITB (or any other statement that may be issued by Crown Agents to bidders from time to time) relating to the conduct of this competitive bidding exercise (including any subsequent award of a contract).

**Collusive Behaviour:**  A bidder must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):

* fix or adjust any element of the bid by agreement or arrangement with any other person; or
* communicate with any person other than Crown Agents the value, price or rates set out in the bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person; or
* enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a bid; or
* share, permit or disclose to another person, access to any information relating to the bid (or another bid to which it is party) with any other person; or
* enter into any agreement or arrangement with any other person as to the amount of any bid submitted; or
* offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any other bid or proposed bid, any act or omission except where such prohibited acts are undertaken with persons who are also participants in the bidder’s bid, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the bid or obtain any necessary security.

If a bidder breaches these Collusive Behaviour requirements, Crown Agents will (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the competitive bidding exercise.

Crown Agents will require the bidder to put in place any procedures or undertake any such action(s) that Crown Agents in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.

In this Collusive Behaviour section, the word “person” includes any person, body or association, corporate or incorporate and the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

**APPENDIX B**

**SCHEDULE OF GOODS**

**Crown Agent’s Reference: CA/108819D/0006**

**Bidder’s Reference: ...............................................**

**Currency: ...............................................**

Enter on the Schedule of Goods against each item, the price, primary trade packed. Insert the total price at the foot of the schedule. Where the bid prices are contingent upon all items being ordered together, then this must be clearly stated.

| **Item**  **No.** | **Item Description** | **Qty** | **Unit of**  **Measure** | **Unit Price** | **Extended Price** |
| --- | --- | --- | --- | --- | --- |
| 1 | **5 KVA Portable Diesel Generator**  **Preferred Brand: Kipor – KDE 7000E**  **Specification:**  50Hz, 240V Rated Output 4.5kVa, Max Output 5.0 kVa, Single Cylinder Vertical 4-Stroke Air Cooled Direct Injection Diesel Engine, 15L Fuel Tank. Dry Weight 100kgs.  **Please provide supporting literature of the Generator which you are proposing to offer against this tender and any resulting contract** | 95 | Each |  |  |

|  |  |
| --- | --- |
| **Total Price Primary Trade Packed** |  |

**APPENDIX C**

**BID SPECIFICATION AND STATEMENT OF COMPLIANCE**

**Crown Agents' Reference: CA/108819D/0006**

**Bidder's Reference:**

Complete the Statement of Compliance relating to the Bid Specification.

|  |  |  |
| --- | --- | --- |
| **ITEM**  **No.** | **DETAILED SPECIFICATION** | **STATEMENT**  **of**  **COMPLIANCE** |
|  |  | **i.e. Comply/Non Comply** |
| **1** | **5 KVA Portable Diesel Generator**  **Preferred Brand: Kipor – KDE 7000E**  **Specification:**  50Hz  240V  Rated Output 4.5kVa  Max Output 5.0 kVa  Single Cylinder Vertical 4-Stroke Air Cooled Direct Injection Diesel Engine  15L Fuel Tank  Dry Weight 100kgs. |  |

**Bidders to indicate “Comply” or “Not Comply” and comment as appropriate. Where information is presented in the specification, the comment should be “Noted and Understood”. In the event of electronic bidding by e-mail or by means of scanning, the specification shall not be altered in any way. Any deviation to specification should be stated and if necessary, fully explained as a comment in the compliance column without making any changes to the specification. Any changes to the specification may invalidate the Bid. Failure to complete this Statement of Compliance may result in the bid being rejected.**

**APPENDIX D**

**FORM OF BID**

|  |  |
| --- | --- |
| To:- | Crown Agents Limited  110 Southwark Street  London  SE1 0SU |

|  |  |
| --- | --- |
| **Crown Agents Reference:** | **CA/108819D/0006** |
| **Bidders Reference:** |  |
| **Bid Closing Date:** | 4th June 2019 |
| **Currency:** | GBP |

1. Having examined the Invitation to Bid and being fully satisfied in all respects with the requirements of the ITB, we hereby offer to provide the Goods as specified in Appendices B and C of the bid for the prices set out in this Appendix D, Form of Bid and in accordance with the provisions of the Contract.
2. We confirm that we have downloaded and read the documents from Crown Agents website which are incorporated by reference and we accept that any resultant Contract will be subject to the Contract including the Conditions of Contract, Special Conditions of Contract and such other provisions as have been specified in the ITB.
3. We confirm that the Goods offered fully meet the required specification detailed in the ITB.
4. We confirm that we will treat all information supplied by Crown Agents as confidential in accordance with the provisions of this ITB.
5. Prices

|  |  |
| --- | --- |
| PRICING SUMMARY | PRICES  (GBP) |
| Total Price primary trade packed |  |
| Less Crown Agents Discount ( State Percentage) |  |
| Total net price of Goods primary trade packed |  |
| Cost for export packing and delivery |  |
| Total packed and delivered FOB/FCA …………………………………. |  |
| Cost for Air /Sea/Rail/Road freight transportation |  |
| Cost for Insurance (delete if not applicable) |  |
| **TOTAL BID PRICE DAP UK Department for International Development (DFID), British Embassy, Addis Ababa, Ethiopia [Insured and Unloaded] Incoterms® 2010** |  |
| **TOTAL BID PRICE IN FIGURES:** | |
| **TOTAL BID PRICE IN WORDS:** | |

**The total bid price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.**

The delivery period to FCA/FOB …………………… from receipt of an award of Contract will be………..weeks.

The total delivery period to DAP UK Department for International Development (DFID), British Embassy, Addis Ababa, Ethiopia will be ………weeks from receipt of an award of Contract.

**Bidders are advised that** **this period will be used for bid evaluation purposes.**

Bidders are advised that if a Contract is awarded on any other delivery term, where applicable, a suitable amendment will be made to the contractual delivery period.

We …………………………. confirm that this bid is valid for acceptance for 90 days from 4th June 2019.

Bidders are advised that a bid valid for a shorter period will be rejected. In exceptional circumstances Crown Agents may request the bidders’ consent to an extension of the period of validity. The request and the responses shall be made in writing. Bidders who agree to extend the validity of their bids will not be permitted to modify their bids.

Should inspection be required, the location for the inspection of the Goods will be: ……………………….…

We …………………………… agree adopt and comply with Crown Agents’ Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

If the bidder is not the manufacturer of the Goods the bid must clearly state the name and full address/es of the manufacturer/s and provide evidence of their authority for the bidder to submit a bid.

|  |  |  |
| --- | --- | --- |
| ..............................................  Authorised Signature | ..............................................  Name in Capitals | ..............................................  Position |
| Company Name and Address | Company Registration Number:  Company VAT Number:  Telephone Number:  Facsimile No  Email | |

**APPENDIX E**

**Crown Agents Reference: CA/108819/0006/TBC**

**DRAFT CONTRACT**

**Crown Agents Limited**

**Acting as Agents for and on Behalf of Development Alternatives Inc (DAI)**

**and**

**NAME SUPPLIER**

**Contract for the provision of the Supply of 5KVA Diesel Generators**

**Crown Agents’ Reference: CA/108819D/0006/TBC**

**CONTRACT**

**THIS CONTRACT** ("Contract") is entered into this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_\_, by and between Crown Agents Limited of 7th Floor, Blue Fin Building, 110 Southwark Street, London, SE1 0SU ("Crown Agents") acting as an agent for and on behalf of their Principal, Development Alternatives Inc. (DAI) ("the Principal") of the one part and (name Supplier) of the other part having its registered office located at (enter full Supplier address*)*(" the Supplier").

**WHEREAS**

Crown Agents issued an Invitation to Bid (“ITB”) under reference CA/108819D/0006 dated 21st May 2019 for the provision of 5KVA Diesel Generators (hereinafter called “the Goods”) to be supplied to Land Investment for Transportation (LIFT) ("the End-User");

The Supplier submitted its bid dated enter date reference enter bid ref in response to the ITB ("the Bid");

Crown Agents has accepted the Bid from the Supplier for the supply of those Goods in the sum of state currency and contract price in words and figures side by side (“the Contract Price”).

The Goods are to be delivered by air/sea/road/rail on the following Incoterm **State Incoterm and destination(s) [insured and unloaded]** Incoterms® 2010

The Goods shall be delivered and Crown Agents shall have received the documentation required under the Contract by: **state delivery schedule reflecting any multiple consignments.**

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract:
   * this Contract and the Appendices attached to it;
   * The General Contract Conditions;
   * The completed Due Diligence Questionnaire/Business Partner Questionnaire together with all supporting documents dated [enter date];
   * The Invitation to Bid;
   * The Form of Bid including the following;

* The Bid Specification and Statement of Compliance;

1. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

4. The following documents which are incorporated by reference into the Contract are available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

Advance Payment Guarantee

Performance Guarantee

Signed Receipt Note

Application for Shipping Instructions

Application for Air Despatch Instructions

5. The Supplier shall provide a signed copy of the Contract to Crown Agents within five (5) working days of signature of the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

|  |  |
| --- | --- |
| For and on behalf of Crown Agents  acting on behalf of the Principal | For and on behalf of the Supplier |
|  |  |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Duly Authorised | Duly Authorised |
|  |  |
| Name: Nigel Whyborn  Title: Supply Chain Specialist | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**APPENDIX F**

**Annex A to the Contract**

**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract will apply to the Contract:

**Anti Bribery:** The Supplier agrees to adopt and comply with Crown Agents’ Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

**Child Protection:**  Crown Agents believes that everyone has a role in the safeguarding of children and promoting their welfare whether or not they are in direct contact with children. Crown Agents will seek the support and cooperation of the Supplier in the implementation of its Child Protection Policy and will monitor their compliance with it.

The Supplier should note the requirements to adhere at all times to the Child Protection Code of Conduct, available on Crown Agents website.

**Force Majeure :**

For the purposes of the Contract, a Force Majeure eventas detailed within clause 17 of the Contract Conditions means any circumstance not within a party's reasonable control including, without limitation:

a) acts of God, flood, drought, earthquake or other natural disaster;

b) epidemic or pandemic;

c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

d) nuclear, chemical or biological contamination or sonic boom;

e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];

f) collapse of buildings, fire, explosion or accident; and

g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

Non-performance or delay by a sub-contractor shall not constitute a force majeure event.

The remaining provisions of clause 17 of the Contract Conditions remain unchanged.

**OTHER REQUIREMENTS** Include specific clauses i.e. vehicle delivery clause, requirements for test certificates etc.

Only applicable to DAP contracts - delete if not applicable: **Clearance of Goods, unloading and delivery:** In addition to the Supplier’s contractual responsibilities under the stated Incoterm, the Supplier will be wholly responsible, at their risk and cost, for unloading the Goods at the named place of delivery and if the Goods are delivered by container, for de-stuffing the container(s) and removing the empty container(s) from the named place of delivery. On delivery of the Goods to the [Consignee/End-User] the Supplier will be responsible for obtaining a Signed Receipt Note in the form required confirming that delivery and unloading [and removal of empty containers] has been completed satisfactorily.

Delete if not applicable **Insurance:** In the event that the Supplier insures the Goods through to DAP, the cost of insurance should be included in accordance with clauses 10.6 and 13.2 (c) of the Contract Conditions. The insurance should be taken out on a warehouse to warehouse basis. All insurances must be taken out in the currency of the contract.

The insurance cover should be taken out with the Principal named as the Beneficiary and the Supplier named as the loss payee.

Delete if not applicable**Inspection:** Inspection [may/will] be required by Crown Agents and the provisions of Clause 8 of the Conditions of Contract will apply. The scope of inspection to be undertaken by Crown Agents will be as follows:

Edit to delete following inspection functions not required under any resulting contract

Delete if not applicable Inspection of Work in Progress;

Delete if not applicable Verification of Materials;

Delete if not applicable Witnessing In Process Tests;

Delete if not applicable Witnessing Final Tests;

Delete if not applicable Inspection of Finished Goods;

Delete if not applicable Inspection of Packing;

Delete if not applicable Pre-Shipment Verification;

Delete if not applicable Stage Payment Verification;

Delete if not applicable Commissioning Surveillance;

Delete if not applicable Supervision of Loading/Unloading;

Delete if not applicable Other Work. (Buyer to detail other work as agreed with End-User).

The Supplier will be responsible for completing an Inspection Advice Note in the required format available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

Where applicable, a form should be completed for each set of Goods being inspected at separate inspection locations.

**Shipping Specification:** Any additional costs incurred by Crown Agents, the Principal or the End-User, which result from any inaccuracies in the Shipping Specification or failure to conform with the requirements of the Contract, will be payable by the Supplier.

**Packing for Shipment/Transportation and Storage:** Packages should be marked by stencil or otherwise apply the Shipping Mark/Air freight/Overland address as large as is practicable and exactly as shown, including the gross weight in kilograms and the package number, to 2 adjacent faces of each package. Add (in English) any special handling, stowage, or storage instructions. Attach metal labels securely to loose or bundled items. Show both weights and dimensions in metric units.

|  |  |
| --- | --- |
| **Shipping Mark/Airfreight/Overland Address (delete as applicable):** | **Consignee Address/End-User’s Address/Notify Party (delete as applicable):** |
| CA: *(to be advised on award of Contract)*  Indent No: *(to be advised on award of Contract)*  DFID Ethiopia  British Embassy  Addis Ababa  Ethiopia  Gross Wt\_\_\_\_\_Kgs  Package No: | Contact name  DFID Ethiopia,  UK Department for International Development (DFID),  British Embassy,  PO Box 858,  Addis Ababa, Ethiopia  Tel No: Enter Tel No  Fax No: Enter Fax No  E-mail: Enter e-mail address |

Delete if not applicable **Goods Requiring Special Handling:** It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. It is imperative therefore that not only Goods requiring special stowage including refrigeration but also Goods which may be affected by storage under non-ideal conditions, are notified to Crown Agents before despatch.

Delete if not applicable **Dangerous Goods:** Dangerous Goods must be declared, labelled and packed in accordance with the appropriate current international regulations. The Supplier will be responsible for providing and signing a Dangerous Goods Note or Shipper’s Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

**Invoices:** The Supplier will be required to prepare a separate signed original invoice and signed copies for each consignment. Item numbers, descriptions and sequence must match those in the Contract. The invoice must show Crown Agents' reference (*to be advised on award of Contract*) and Enter Indent No.(*to be advised on award of Contract*) and Batch numbers of all items supplied, where applicable. If possible packing details should be shown on the invoice; if separate, packing lists must give full details including package numbers. Invoices for distribution must be signed in ink (not facsimile) on each copy. The Supplier will be responsible for placing inside each package with the Goods either one copy of the invoice if it contains full packing details or one copy of the packing list for that case.

**Country Specific Clause(s) for name country:** Buyer to add Country specific clauses for Name Country

**Bill of Lading:** The Supplier will be responsible for obtaining for distribution the required number of original and non-negotiable copies of a clean shipped on board Bill of Lading (B/L) marked “Freight Paid” consigning the Goods to the consignee shown above. The Supplier must not keep any original copies. The mark shown on the B/L must be identical in all respects to that on the case and in the Contract. Bills must **not** be taken out “to order” unless otherwise instructed by Crown Agents. A FIATA B/L is acceptable only if prior written agreement has been given by Crown Agents.

Delete for container shipments **Dock and harbour charges are payable by the Supplier:** For a Contract placed on FOB terms or above, make this clear on delivery notes. Any such charges debited to Crown Agents or their forwarding agents as part of the freight costs will be recovered from the Supplier.

Delete if not applicable *Where applicable, Buyer to include option A for seafreight despatch and option B for airfreight despatch*

*Option A for seafreight despatch*

**Application for Shipping Instructions:** For a Contract placed on EXW/FCA or FOB terms, the Supplier will be responsible for sending a completed Application for Shipping Instructions available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads> to Crown Agents, enter address. The Supplier shall read carefully and comply with the notes attached to the Application for Shipping Instructions.

*Option B – airfreight dispatch*

**Application for Air Despatch Instructions:** For a Contract placed on EXW or FCA terms, the Supplier will be responsible for completing an Application for Air Despatch Instructions available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads> for submission to Crown Agents together with invoices and other documents as specified in the delivery and distribution of documents clause below. Crown Agents will issue instructions for despatch and the documentation required will be sent to the Supplier.

**Delivery and Distribution of Documents:** The Supplier will be responsible for delivering the Goods in accordance with the delivery period as stated within the Contract and the Supplier will be responsible for sending the following documents to the relevant parties below.

Electronic versions of documentation will not be acceptable unless prior written agreement has been provided by Crown Agents:

Invoices must be addressed to [Crown Agents] and the Supplier will be responsible for sending the following documents to the [End-User/Recipient Government/Local Representative/CA International Office].

(state the relevant party and detail contact name, full physical address and contact details).

- Invoice: original signed invoice and enter no of signed copies;

- Packing List: (if not included on invoice); enter no of copies;

- Transport Bill i.e. Air Waybill: 1 original/ Road Consignment Note (CMR) evidencing despatch of the Goods: 1 original and 1 copy / Bill of Lading: 2 (change quantity to one if payment by L/C is required) negotiable original and 1 non-negotiable copy/Combined Transport Bill of Lading: 2 (change quantity to one if payment by L/C is required) negotiable original and 1 non-negotiable copy/ Rail CIM Note evidencing despatch of the Goods: 1 original and 1 copy; Delete as applicable

- Insurance Certificate: 1 copy (delete if not applicable)

- Signed Receipt Note (to be completed by the Consignee or End-User if different from Consignee - Delete if not applicable).

- State all other documents required i.e. Country Specific requirements inc. Certificate of Origin/CRF from designated PSI Agency/Mill Certificates/Manufacturer’s Cert., Documentation relevant to particular Goods being supplied etc

The Supplier will be responsible for sending to Crown Agents, [enter full address and contact details]:

- Transport Bill i.e. Air Waybill:1 certified copy/Road Consignment Note: 1 original and 2 copies/ Bill of Lading: 1 negotiable and 1 non-negotiable copy/ Combined Transport Bill of Lading: 1 negotiable and 2 non-negotiable copies/ Rail CIM Note evidencing despatch of the Goods: 1 original and 2 copies; Delete as applicable

- Signed Receipt from Crown Agents nominated Freight Forwarders: 1 original (Delete if not applicable)

- Invoice: original signed invoice and 2 signed copies;

- Packing List (if not included on invoice): 2 copies

- Crown Agents Inspection Release Note: 1 Vendors Copy (Delete if not applicable)

- Insurance Certificate: 1 copy (delete if not applicable)

- Signed Receipt Note from the Consignee or End-User if different from Consigneeevidencing delivery; 1 original (Delete if not applicable)

- State all other copy documents required i.e. Country Specific requirements inc. Certificate of Origin/CRF from designated PSI Agency/Mill Certificates/Manufacturer’s Cert., Documentation relevant to particular Goods being supplied etc.

**Payment:** Payment shall be made in accordance with Clause 13 of the Contract Conditions and the timing of the payment shall be 30 days after receipt by Crown Agents of the Supplier’s invoice together with all required documents confirming satisfactory and full delivery, as detailed within the Contract.

**(Delete if not applicable)** Payment under the terms of the Contract will be made by SWIFT. The Supplier will be required to provide their bank details in the format detailed below and this submission must be returned with the Supplier’s payment documentation. If the Supplier is domiciled in the European Union or requires payment to be made to an account in the European Union, the invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Supplier’s payment being processed.

**BANK DETAILS (**to be printed on Supplier’s letter headed paper)

* Account Name (in full) …………………………………
* Account Number …………………………………………
* Bank Name ………………………………………………
* Bank Address …………………………………………….
* Bank Sort Code …………………………………………..
* SWIFT Code………………………………………………
* IBAN Code…………………………………………………

**Authorised Signatory**

Sign: ………………………..

Name: ……………………….

Designation: ………………..

Where applicable, the Supplier shall also state the above details in respect of the correspondent bank of their bank in (enter Country of domicile of payment currency) through which our bankers, Crown Agents Bank, can make payment. The Supplier will be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Supplier will be responsible for advising Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.

**Delete if not applicable**Where it has been agreed that part payment of the Contract Price shall be made in advance of delivery the provisions of Clause 13.2 of the Contract Conditions shall apply. Payment shall be made upon receipt by Crown Agents of an Advance Payment Guarantee from a Bank acceptable to Crown Agents **in the format** available from the Supplier Downloads – Own Account Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

As part of its risk control management, Crown Agents reserves the right to require that advance payment guarantees be confirmed by a correspondent bank acceptable to Crown Agents. **Bidders should nominate the proposed issuing bank in advance of bidding, so that Crown Agents can decide on the acceptability of the issuing bank. The Supplier should also instruct their bank about the format and content of the guarantee.**

The Advance Payment Guarantee must be addressed to [“Crown Agents Limited”]. Failure by the Supplier’s bank to address the guarantee exactly as shown in the model format provided by Crown Agents shall result in rejection of the guarantee and amendments will be required by Crown Agents. The Supplier will be responsible for any bank charges incurred as a result of amendments to the requested guarantee.

**Annex C to the Contract**

**SCHEDULE OF GOODS**

**Crown Agent’s Reference: Enter CA Ref**

**Supplier’s Reference:...............................................**

**Currency:...............................................**

| **Item**  **No.** | **Item Description** | **Qty** | **Unit of**  **Measure** | **Unit Price** | **Extended Price** |
| --- | --- | --- | --- | --- | --- |
| 1 | **5 KVA Portable Diesel Generator**  **Preferred Brand: Kipor – KDE 7000E**  **Specification:**  50Hz, 240V Rated Output 4.5kVa, Max Output 5.0 kVa, Single Cylinder Vertical 4-Stroke Air Cooled Direct Injection Diesel Engine, 15L Fuel Tank. Dry Weight 100kgs. | 95 | Unit |  |  |

|  |  |
| --- | --- |
| Less Crown Agents Discount ( State Percentage) |  |
| Total net price of Goods primary trade packed |  |
| Cost for export packing and delivery |  |
| Total packed and delivered [FOB/FCA] [Supplier’s Premises] |  |
| Cost for Insurance delete if not applicable |  |
| Haulage/Terminal Handling Costs – delete if not applicable |  |
| Cost for Air /Sea/Rail/Road freight transportation |  |
| **TOTAL PRICE DAP [Insured and Unloaded] Named Destination Incoterms® 2010** |  |