

Request for Quotation Conditions

A.1. Acknowledgement

Upon receipt of the Request for Quotation please inform the Buyer if you intend to submit a quotation. Please respond even if negative. Kindly submit your offer to abdikadir.mahdi@lutheranworld.org and copy procurement.nairobi@lutheranworld.org.

A.2. General

The Supplies to be purchased are for use by the Buyer in the Kenya-Somalia Programme. The supplier can submit a quotation for one, several or all lots.

A.3. Cost of quotation

The supplier shall bear all costs associated with the preparation and submission of his quotation and the Buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

A.4. Eligibility and qualification requirements

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts – Ver4 2012.

In the Quotation Submission Form suppliers shall attest that they meet the above eligibility criteria. If required by the Buyer, the supplier whose quotation is accepted shall further provide evidence satisfactory to the Buyer of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with article 13. "Child Labour and Forced Labour" and article 14 "Mines" of the General Terms and Conditions for Supply Contracts – Ver4 2012 and with the Code of Conduct for Contractors as attached with Local Purchase Order

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Buyer

A.5. Exclusion from award of contracts

Contracts may not be awarded to Suppliers who, during this procedure:

- (a) are subject to conflict of interest:
- (b) are guilty of misrepresentation in supplying the information required by the Buyer as a condition of participation in the Contract procedure or fail to supply this information.

A.6. Documents comprising the Request for Quotation

The Supplier shall complete and submit the following document with his quotation:

1. The attached completed Quotation Submission Form(Financial Offer on the supplier's letter head where applicable)
2. Clearly indicate VAT Figures where applicable.
3. Clearly indicate Supplier's Pin and VAT Numbers on the quotation
4. Attach valid tax compliance certificates (This help in processing of VAT exemption certificates)
5. Clearly indicate the Lead times per item on the supplier's quotation.

A.7. Price

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract. VAT and/or any sales tax applicable to the purchase of supplies shall be indicated separately in the Quotation Submission Form.

Price shall be quoted in Kenya Shillings or the local currency.

For evaluation purpose, where quotations are given in different currencies it shall be converted into EUR at the rate published in euro website (https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en).

LWF is VAT exempt on goods and while the organization will follow up with the concerned ministry and pay the total amount before tax within a month of receipt of invoice, LWF will not be liable for delays associated with issuance of exemption certificates.

A.8. Validity

Quotations shall remain valid and open for acceptance for the period indicated by the vendor on the RFQ after the closing date.

A.9. Submission of quotations and closing date

Your offer must bear the company official letterhead and must be received by e-mail to Lilian.lichungu@lutheranworld.org, not later than the closing date and time specified in this document. Any quotations received after that will not be considered.

Quotations must be clearly dated and signed and state the name of company and RFQ reference no. in the subject field and shall be submitted by e-mail to: lilian.lichungu@lutheranworld.org and copied to procurement.nairobi@lutheranworld.org.

It is your responsibility to obtain a receipt or an e-mail confirmation for a timely submitted offer.

A.10. Administrative Compliance

The Buyer will determine whether the Quotation meets the eligibility requirements, has been properly drafted and signed and is substantially responsive to the Request for Quotation requirements. If a proposal is not substantially responsive i.e. it contains material deviations from or reservations to the terms, conditions and specifications of the Request for Quotation, and/or is not technically responsive, it shall be disregarded, unless the Candidate who has submitted the non-responsive proposal is authorized by the Buyer to re-submit his/her Quotation.

A.11. Award of Contract and Criteria

The Buyer will award the Contract to the supplier whose quotation has been determined to be substantially responsive to the criteria of this Request for Quotation (RFQ) and who has offered the lowest evaluated price, provided further that the supplier has the capability and resources to carry out the Contract effectively

The Buyer reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

A.12. Signature and entry in to force of the Contract

Prior to the expiration of the period of the quotation validity, the Buyer will notify the successful supplier in writing.

Within **5 days** of receipt of the Contract, not yet signed by the Buyer, the successful supplier must sign and date the Contract and return it, to the Buyer. On signing the Contract, the successful supplier will become the Contractor and the Contract will enter into force once signed by the Buyer.

If the successful supplier fails to sign and return the Contract and within the days stipulated, the Buyer may consider the acceptance of the quotation to be cancelled without prejudice to the Buyer's right to, claim compensation or pursue any other remedy in respect of such failure, and the successful supplier will have no claim whatsoever on the Buyer.

A.13. Cancellation for convenience

The Buyer may for its own convenience and without charge or liability cancel the RFQ at any stage.

Vendor Date, Sign, Stamp