



For a world without hunger

TENDER

Humanitarian Aid for South Sudan – Solar Lanterns Our Ref. WHH/SSD 1012/T-05 RO-843

Dear Madam/Sirs,

Welthungerhilfe (WHH) was established in 1962. It is today one of the largest private organizations working in the area of development cooperation and humanitarian aid in Germany - non-profit-seeking, non-partisan and non-denominational. Donations from the population at large fund the work in Africa, Asia and Latin America. In addition, WHH receives grants from the Federal German Government, the European Union, United Nations and other donors.

Today WHH is in the market for SOLAR LANTERNS for South Sudan. The funds for this project are received from The Department of International Development (DFID).

1. General remarks and special condition

All offered products must be new, unused, sound, fair and in merchantable quality.

- Fast availability ex regional stocks is preferred. Timely availability in accordance with the negotiated periods is of utmost important!
- Indicate within your offer the exact place of packing and loading.
- The quality of offered products must be in line with international standards such DIN/ISO.
- One single supplier is preferred for the entire quantity.

2. Bill of Quantity

For quantity and detailed specifications please refer to Annex II. Quantities are subject to alteration. Welthungerhilfe reserves the right to reduce and increase the quantities. Slight adjustments may occur within these changes concerning technical specifications.

Bidders could offer for alternative products. However, those alternative products must be clearly indicated and mentioned on the offer. Alternative products must however fulfil the minimum specifications provided on Annex II.

Nairobi, 10.04.2014

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Supervisory Board (honorary):
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Prof. Dr. Joachim von Braun, Vice-President
Norbert Geisler, Chairman of the Finance Committee
Prof. Dr. Hartwig de Haen
Rosa Karcher
Dr. Stephan Reimers
Dr. Tobias Schulz-Isenbeck

Secretary General
Chief Executive Board:
Dr. Wolfgang Jamann

Donations account:
Sparkasse Köln Bonn
Account No. 1115
Sort Code 370 501 98
IBAN: DE15370501980000001115
BIC: COLSDE33



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3. Samples

Suppliers must present samples of products offered. Samples must be sent before tender closing to WHH Regional Office in Nairobi, Kenya. Suppliers who do not provide sample(s) will be excluded from tender evaluation.

The samples can be collected from WHH Regional Office Nairobi 14 days after close of tender. If not collected between the fifteenth and the twenty-fifth day after tender closing, the property of the samples changes to Welthungerhilfe for distribution to our target groups.

The sample(s) of the selected vendor(s) will be used as reference during inspection. Cost of shipment of the samples are to be covered by the bidder

4. Packaging

The packaging has to be appropriate to the nature (size, weight) of the items and reach international standards. The packaging should ease handling and loading and shall avoid transport damages. Costs for packaging must be included in the unit price of each item.

5. Weight and dimension

Bidders are advised to indicate on their offers the total weight and volume for the entire consignment.

6. Technical leaflets

All relevant specifications and technical leaflets for items offered must be provided as an annex to the financial offer.

7. Delivery conditions

All items must be available ex-works (EXW; Incoterm 2010) regional stocks. We prefer ex-Kenyan stocks. Costs of loading on trucks fall to the Supplier.

8. Delivery schedule

All products must be ready for pick-up within 7 calendar days after firm order.

9. Prices

All prices must be indicated in Kenyan Shilling (KES) currency only. Quotations stated in other currencies will not be considered in the awarding process.

Any other additional charges must be clearly indicated separately on the bid.

10. Inspection

Consignment may be inspected on quality and quantity by an independent surveyor company at time and place of loading on account of WHH. Any additional inspection shall be on account of the Supplier. Goods not meeting agreed quality will be rejected. In case goods are rejected, the Supplier will contractually be obliged to pay already incurred fees for rejected goods and also for such fees which will become payable to the inspection company due to multiple interventions and/or fruitless visits and for goods inspected but eventually remained unshipped.



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11. Ordering Party (Buyer)

Welthungerhilfe/German Agro Action
Riverside Mews, off Riverside Drive
Nairobi
Kenya

12. Shipper (Exporter)

Welthungerhilfe/German Agro Action
Riverside Mews, off Riverside Drive
Nairobi
Kenya

13. Consignee

Welthungerhilfe / German Agro Action
Office –Juba Town
South Sudan

14. Documents

Following documents must be submitted before tender closing:

- Written quotation on company letter headed paper
- Duly filled and signed Annex I and Annex II
- Copy of VAT registration form or Sales Tax registration form
- Copy of voucher to confirm that tender fees has been paid (in cash or by transfer)
- All relevant technical leaflets and/or detailed specifications of the offered product.

Following documents must be submitted after firm order:

- Bank guarantee issued by first-class international bank (see paragraph 17)
- Commercial Invoice on letter headed paper addressed to Ordering Party
- Pro-forma Invoice (addressed to Shipper, Kenya)
- Pro-forma Invoice (addressed to Consignee, South Sudan)
- Waybills, signed by Shipper

Expenses for commercial courier to be covered by the Supplier.

15. Export documents

Seller will be responsible for preparing the relevant export documents at own cost. The export documents will be handed over to WHH when goods are being collected. WHH will ensure that all export documents are processed by customs and required stamps obtained. WHH will then forward the export documents to Seller as proof against Revenue Authority that all the cargo has been exported to South Sudan. Therefore, WHH will order VAT-free.

16. Payment Conditions

Cash against documents (CAD). Payment will be arranged by bank transfer within 10 days after documents received.

17. Penalties

Delivery schedule will be negotiated and fixed on the order. In the event of delay in delivery caused other than by force majeure Welthungerhilfe is entitled to make use of a penalty of 5/1000 per 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, Welthungerhilfe is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging Welthungerhilfe reserves the right to deduct from the relevant order sum an amount according to the variance to the requested specification. In case the



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quality is not in line with specifications initially agreed by both sides, the Supplier has to inform Welthungerhilfe as soon as possible. Goods not meeting agreed quality can be rejected by Welthungerhilfe, but if Welthungerhilfe accepts these goods a deduction from the order sum and a penalty will be negotiated.

18. Performance bond

For any order above 50,000 EUR total value the Seller must provide a bank-guarantee to confirm the fulfilment of any obligations arising from the relevant order. The amount of the performance bond must be 6% of the relevant order sum. This guarantee must be expressed in the currency of the order and shall be limited until 30th June 2014 and may be released by Ordering Party only. The bank issuing the guarantee must be a first class international accepted bank and is subject to the approval of Ordering Party. The performance bond must be provided not later than 10 days after firm order.

In case the performance bond is not supplied within the requested delay, the contract will be considered null and void. In case the contract has not been successfully completed within May 2014 the amount representing the performance bond will remain property of WHH and will be used to cover all expenses incurred due to the delays caused.

19. Selection criteria

Received and complete offers will be evaluated as follows:

- Price 40%
- Availability of items 30 %
- Completeness 10%
- Quality of samples 30%
- Previous experience / references 10%

20. Tender Conditions

The tender document will be accessible free of charge. However, bidders will be required to pay non-refundable tender fees of 50 Euro (or equivalent KES 5,750). The tender fees can be paid in cash at WHH Regional office Nairobi or through bank transfer. Bank details can be requested from contact person below. Bidders who will not have paid the tender fees before tender closing will be excluded.

The bids must be valid 14 days at minimum.

Quotations must specify all details according to the tender text. Suppliers who do not receive a written feedback by expiry of the deadline for bid acceptance their bid has not been successful.

Quotations must reach Welthungerhilfe **not later than Tuesday 22nd April 2014 at 11:00 a.m.** local Kenyan time.

Quotations to be submitted **in two forms**:

1. **PDF and soft copy** to the following address:

ro.ken.tender@welthungerhilfe.de

And also:

2. **Hard copy** in sealed envelope to be dropped in the tender box at The Regional Office Nairobi.

Envelopes to be marked with the Tender Reference Number ONLY

In case of any questions contact:

Ms. Diana Awino (WHH) Email: diana.awino@welthungerhilfe.de

Welthungerhilfe will decide in non-public meeting whom to award.



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The tender is valid without original signature as well.

ANNEX I

Supplier Identification

General Information

| | |
|--|--|
| Name of Company | |
| Legal Form | |
| Established since | |
| Postal Address | |
| Physical Address | |
| Phone Number | |
| Fax Number | |
| E-Mail | |
| Website | |
| Name of General Manager | |
| Contact Person(s) Sales & Marketing | |
| Contact Person (s) Freight/Shipping/Logistics | |
| Number of employees | |
| Annual Turnover | |
| Range of Products offered | |

Note: Part of this Pre-Qualification is the following declaration of your company (according to "Rules and Procedures for Service, Supply and Works Contracts Financed From the General Budget Of The European Communities In The Context Of Cooperation With Third Countries").



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Pre-Qualification of Suppliers

We herewith _____ (company name) declare

- a) we are not bankrupt or being wound up, we are not having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are not in any analogous situation arising from a similar procedure provided for in national legislation or regulations,
- b) we have not been convicted of an offence concerning our professional conduct by a judgement which has the force of res judicata,
- c) we have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify,
- d) we have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed,
- e) we have not been subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities financial interests,
- f) following another procurement procedure or grant award procedure financed by the Community budget, we have not been declared to be in a serious breach of contract for failure to comply with their contractual obligations,
- g) we are not guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or contract,
- h) we have not been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same contracting authority or another contract financed with Community funds,
- i) we are not in a situation of being excluded from Community funds due to ethical aspects,
- j) we will guarantee the European Commission, the European Anti-Fraud Office and the Court of Auditors, appropriate right of access to our financial and accounting documents for the purposes of checks and audits,
- k) we do respect basic social rights and condemn exploitation of child labour.

Date, Name of Company, Signature, Name in printed letters, Stamp

ANNEX II

Price and Condition sheet – Solar Lanterns D.Light S2

| No | Description | Specifications | Qty | Unit | Price per unit |
|----|---------------|--|-------|------|----------------|
| 1 | Solar Lantern | <ul style="list-style-type: none"> • D.Light S2 • No. of brightness settings 1 • Hours on high 4 • Free replacement warranty Yes • Product lifetime 5 years • Maintenance free Yes • Integrated solar panel Yes • Dual solar/AC charger Yes • Hours needed for full charge 8 • Impact resistance Yes • Water resistance Yes • Dust resistance Yes • Glow in the dark Yes • Weight 130 grams • Lumens 20 • Dimensions 10.2x14.6x17.8 | 8,000 | pcs | |

Total price **excl VAT:** KES _____

Place of loading (City/Country): _____

Availability period _____

I, undersigned agree, these prices are for the goods and materials meeting the requirements as indicated in Annex II of this tender and to the packing, transport, delivery and other conditions mentioned in this tender.

Note: Any discrepancies from the given technical requirements or other discrepancies need to be explicitly mentioned.

Date and Name

Signature and Stamp