



TENDER INVITATION

Humanitarian Aid for Kenya – Food

Our Ref. KEN 1074 – 001 – 10140

Dear Sirs,

Welthungerhilfe (German Agro Action / Agro Action Allemande) 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 our work in Africa, Asia and Latin America. In addition, Welthungerhilfe receives grants from the Federal German Government, the European Union and the United Nations.

**Today we are in the market for food items.
Find the relevant tender details attached.**

Your quotation will be highly appreciated.

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towards the eradication of poverty



TENDER

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Bonn, July 30, 2010

Welthungerhilfe/German Agro Action (GAA) has received a grant from the Government of The Federal Republic of Germany through the German Ministry for Economic Cooperation and Development (BMZ) for the implementation of a project for drought-affected people in the larger Makueni District. The German Ministry for Economic Cooperation and Development will establish the final amount of the grant and will liquidate it to Welthungerhilfe/German Agro Action on completion of the operation on the basis of the expenses presented and declared eligible. No party other than Welthungerhilfe/German Agro Action shall derive any rights from the grant or have any claim to its proceeds.

We hereby invite bidders to tender for food commodities as follows:-

Lot 1:	156.4 Mt (one hundred fifty-six point four metric tons)	White Sorghum Grains
Lot 2:	27.6 Mt (twenty-seven point six metric tons)	Dry Beans
Lot 3:	9,580 Ltrs (eight thousand two hundred and seventy-eight litres)	Edible Vegetable Oil
Lot 4A:	1.92 Mt (one point nine two metric tons)	Iodized Salt
Lot 4B:	0.96 Mt (zero point nine six metric tons)	Sugar
Lot 4C:	48 Kg (forty-eight kilograms)	Tea

Quantities are subject to alteration. Welthungerhilfe reserves the right to divide the contract into lots and to award the lots to various bidders (Lot 4 won't be splitted again).

1. General remarks and special condition

All food commodities must be according to our specification, sound, fair and in merchantable quality. **Please indicate in your quotation the origin of each food commodity.** All food items must be:

- **Selected food according to the nutritional habits in Kenya**
- GMO free
- All food "fit for human consumption"
- Based on latest crops or freshly produced. Origin, harvesting date and / or manufacture date must be indicated and specified



- Free from any abnormal flavour, odour and bad smell
- All products must be available ex regional stocks
- Timely arrival in Makindu / Kenya in accordance with the delivery periods is of utmost importance!
- Offered prices are inclusive of all taxes and duties and other clearance costs, but exclusive import duties
- Part shipments are not allowed without authorization of Welthungerhilfe

2. Specification / Quantity

2.1 Lot 1 – White Sorghum Grains

Commodity Name: White Sorghum Grains (preferably CADAM)

Net Quantity: 156.4 metric tons

- Sorghum must be according to the nutritional habits of Kenya
- Latest crop
- Free from weevils alive, maximum 10 dead insects per kg, incl. eggs or other evolutionary stages
- Fumigated not later than 28 days prior to loading date
- Origin: local or regional origin preferred

Variety:	< 2 % other colour permitted	
Moisture:	< 13 %	
Broken grains:	< 4 % (grain pieces of grains passing through a sieve with a circular mesh 1.8 mm in diameter)	
Grain impurities:	< 3 %	
Sprouted grain :	< 1 %	
Miscellaneous impurities:	< 1 %	
Mycotoxins:	- Ochratoxin (OTA)	< 5 µg/kg
	- Deoxynivalenol (DON)	< 1.250 µg/kg
	- Aflatoxins B1	< 2 µg/kg
	B1+B2+G1+G2	< 4 µg/kg
Heavy metals:	- Lead (Pb)	< 200 µg/kg
	- Cadmium (Cd)	< 100 µg/kg
Pesticide residues multi residue method:	- Organochlorine + PCB	Limits according EU legislation for pesticides
	- Organophosphorous	
	- Pyrethroids	
Microbiology:	- Salmonella in 25 g	Absent
	- Yeasts & Moulds	< 100.000 cfu/g
	- TPC (1)	< 10.000.000 cfu/g
	- E. Coli	< 100 mpn/g
	- Bacillus Cereus	< 1.000 cfu/g
	- Clostridium Perfringens	< 100 cfu/g



Poisonous seeds:	< 0.05 %	
Ergot:	< 0.05 %	
Organoleptical aspects:	- Odour	Free from foreign smell
	- Visual appearance	Sound, normal colour, ...

The sorghum must be packed and sealed in new, clean, dry, strong and undamaged woven Polypropylene (PP) plastic bags of **40.8 kg net** each. The quality of the bags shall be at minimum 120g/bag. Recycled bags and recycled plastics for making bags are not allowed. All bags must be firmly sewn and have to be closed by proper double machine stitching, with a strong UV-resistant cord (six months tropical climate: humidity and sunshine) on both ends of the bags. The residual tensile value after the UV-test must be at least 25N. The filled and closed bags are to withstand a falling test from 15 metres height without tearing and/or busting signs or any other signs of damage to the bag and content.

2% additional empty bags with same marking have to be included.

2.2 Lot 2 – Light speckled beans

Commodity Name:	Light speckled beans
Variety:	ROSECOCO
Net Quantity:	27.6 metric tons

- Beans must be according to the nutritional habits of Kenya
- Latest crop
- Free from weevils alive < 10 dead insects per kg, incl. eggs or other evolutionary stages
- Fumigated not later than 28 days prior to loading date
- Origin: local or regional origin preferred

Moisture:	< 13.0%	
Cooking time:	< 90 minutes in boiling water after 24 hours soaking	
Hydro cyanic acid:	< 20 mg/kg before cooking	
Foreign matter:	< 1.0%	
Other varieties:	< 2.0%	
Split, broken:	< 4.0%	
Weevil / holed grains:	< 2.0%	
Total defect:	< 9.0% incl. splits, broken, discoloured, shrivelled, shrunken	
Mycotoxins:	- Ochratoxin (OTA)	< 5 µg/kg
	- Deoxynivalenol (DON)	< 1.250 µg/kg
	- Aflatoxins B1	< 2 µg/kg
	B1+B2+G1+G2	< 4 µg/kg
Heavy metals:	- Lead (Pb)	< 200 µg/kg
	- Cadmium (Cd)	< 100 µg/kg
Pesticide residues	- Organochlorine + PCB	Limits according



multi residue method:	- Organophosphorous - Pyrethroids	EU legislation for pesticides
Microbiology:	- Salmonella in 25 g - Yeasts & Moulds - TPC (1) - E. Coli - Bacillus Cereus - Clostridium Perfringens	Absent < 100.000 cfu/g < 10.000.000 cfu/g < 100 mpn/g < 1.000 cfu/g < 100 cfu/g
Poisonous seeds:	< 0.05 %	
Ergot:	< 0.05 %	
Organoleptical aspects:	- Odour - Visual appearance	Free from foreign smell Sound, normal colour, ...

The beans must be packed and sealed in new, clean, dry, strong and undamaged woven Polypropylene (PP) plastic bags of **7.2 kg net** each. The quality of the bags shall be at minimum 120g/bag. Recycled bags and recycled plastics for making bags are not allowed. All bags must be firmly sewn and have to be closed by proper double machine stitching, with a strong UV-resistant cord (six months tropical climate: humidity and sunshine) on both ends of the bags. The residual tensile value after the UV-test must be at least 25N. The filled and closed bags are to withstand a falling test from 15 metres height without tearing and/or busting signs or any other signs of damage to the bag and content.

2% additional empty bags with same marking have to be included.

2.3 Lot 3 – Edible vegetable oil

Commodity Name: Edible vegetable oil
 Variety: Soya oil
 Net Quantity: 9,580 litres

- The edible vegetable oil must be freshly produced, fully refined and deodorized, of sound, fair and merchantable quality
- The appearance at ambient temperature must be clear and brilliant
- No foreign or abnormal odours or flavours
- Free from dead or living insects or pests
- Origin: local or regional origin preferred

Water & volatile matter: < 0.2% at 105°C
 Insoluble impurities: < 0.05% m/m
 Free fatty acid: < 0.15%, expressed as oleic acid
 Colour: < 20 yellow / 2 red (5 ¼ "lovibond scale")
 Iodine value (Wijs): 125-149 per 100g
 Saponification value: 189-195 mg KOH/G oil
 Soap content: < 0.005%



Peroxide number:	< 10 milliequivalents peroxide oxygen per 1kg of oil < 2 milliequivalents in case of supply ex-works or free at port of shipment
Specific weight at 20 °C:	0.919-0.925 g/m ³
Refractive index at 40 °C:	1.466 – 1.470
Production date:	Not later than one month before shipment
Expiry date:	1 year minimum

The edible vegetable oil must be packed in 1,916 2-litre and 1,916 3-litre undamaged and new PET (Polyethylene terephthalate) or HDPE (High Density Polyethylene) plastic containers with handle and screw-off cap. Plastic containers hermetically sealed with heat aluminium membranes and screw top lids. Four of these containers shall be packed in a strong, well sealed and double-walled corrugated carton. The complete package shall be capable of surviving a vertical-shock test, height of drop 1.20 m.

2.4 Lot 4 A - Edible Iodized Salt

Net Quantity: 1.92 metric tonnes

- Moisture content : 1.7 % max (dried at 140 ° C)
- Sodium chloride as NaCl : 99.16 % (on dry basis)
- Alkalinity as Na₂CO₃ : 0.07 % maximum (on dry basis)
- Iodine as KIO₃ : 50 milligram/kg minimum, 83 mg/kg maximum (equivalent to 30 to 50 mg/kg Iodine) as WHO recommendation.
- Acid insoluble matter : 0.02 % maximum (on dry basis)
- Colour : The salt shall be white and 10 g of salt in 100 ml water shall give a colourless solution.
- Arsenic : max 0.5 mg/kg
- Copper : max 2 mg/kg
- Lead : max 2 mg/kg
- Cadmium : max 0.5 mg/kg
- Mercury : max 0.1 mg/kg

Packed in 500 Gms packets. Appropriate number of packets shall be packed into strong, well sealed and double-walled corrugated cartons.

Shelf life until March 2011

2.4 Lot 4B - Domestic Sugar

Net Quantity: 0.96 metric tonnes

- 6X fine
- White colour
- Must be KEBS approved
- Packed in 1Kg packets
- Shelf life until March 2011
- Local produce preferred



Radioactivity:	Limits according CODEX (CODEX STAN 212-1999)	
Heavy metals:	- Lead (Pb)	< 1 mg/kg
	- Arsenic	< 1 mg/kg
	- Copper	< 2 mg/kg
Pesticide residues:	- Organochlorine	Limits according CODEX for pesticides (CODEX STAN 212-1999)
Organoleptical aspects:	- Odour	Free from foreign smell
	- Visual appearance	Characteristic
Sulfure dioxide:	According CODEX (CODEX STAN 212-1999)	
Physico chemical analysis:	- Polarisation	99.7 % min
	- Conductivity Ash	0.04 % max
	- Moisture	0.06 % max
	- Invert sugar	0.04 % max
Microbiological:	According CODEX ALIMENTARIUS (CAC/GL 21-1997)	

2.4 Lot 4C - Tea Leaves

Net Quantity: 48 kilograms

Dried and sound processed leaves, buds and tender stems, suitable for making tea

- Must have BPI, PF1 and fannings
- Approved by KEBS
- Water extract min 32 %
- Total Ash maximum 8 %, minimum 4 %
- Ratio of water soluble of total Ash 45 %
- Ash insoluble in acid 1 %
- Alkalinity of water soluble ash minimum 1 %, maximum 3 %
- Crude fibre max 16.5 %
- Caffeine min 2.5 %
- Packed in 50 Gms packets
- Shelf life until March 2011
- Local produce preferred

3. Packing

As indicated above the packaging has to be appropriate to the nature of the food commodities and has to reach international standards. The packaging shall protect the food against any moisture, pests or other harmful spoilage. Cost for packaging must be included in the unit price of each item.



4. Marking

[German flag + Logo of Welthungerhilfe]

Donation from German Government (BMZ) through
Welthungerhilfe / German Agro Action

Not for Sale

[Description of product in English language]

[Net content per bag/carton in kg/litre]

[Expiry date]

KEN 1074

Each plastic container / bag / carton to be marked with non-toxic ink, to remain readable after 10 handling.
Marking at one side of each bag and carton only, letter height min 2 cm.

5. Delivery conditions

All transport details (Origin, City of Loading, Routing) have to be indicated within the offer. Cost for transportation must be stated separately.

Two deliveries are requested :

1. Half of Lot 1 - 3 and 4 A: week 35, 2010
2. Half of Lot 1 - 3 and 4 A and entire Lot 4 B + C: week 39, 2010 (September 2010)

Exact Delivery Dates must be advised 2 days in advance to Welthungerhilfe office in Nairobi.

6. Delivery schedule / Place of delivery

Delivery of all food shipments **DDP Makindu**, Kenya (Inco terms 2000), as soon as possible, but in line with above mentioned timeframe. Please indicate in your quotation possible delivery timeframe.

7. Prices

All prices in your quotation must be indicated in EURO (€, Euro) currency only on a basis DDP Makindu, Kenya (Inco terms 2000). Quotations stated in other currencies will not be considered in the procurement process. Welthungerhilfe reserves the right to divide the purchase contract into lots and to award the lots to various bidders. It is recommended to offer each lot separately. Bidders may advise their discount in case of combination of lots.



8. Inspection

The shipment must be inspected on quality and quantity by SGS at time of loading as well as at point of off-loading on the buyer's account, in the presence of the contractor's assigned person.

Any additional inspection shall be on account of the supplier. Goods not meeting agreed quality will be rejected. In case goods are rejected, the Seller 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.

For goods not meeting agreed quality at point of off-loading and have to be rejected, the Seller will be obliged to pay all incurred transport costs.

9. Ordering Party

Welthungerhilfe
Friedrich-Ebert-Strasse 1
53173 Bonn
Germany

10. Consignee

Welthungerhilfe – German Agro Action
Makindu multi-purpose hall at the Divisional Officers compound
Makindu / Kenya

11. Documents

Commercial Invoice (addressed to Welthungerhilfe, Germany)
Proforma Invoice (addressed to Consignee, Kenya)
Certificate of Origin issued/legalized by Chamber of Commerce
Phytosanitary Certificate, stating fumigation details as per fumigation certificate
Original Waybills
Cargo Receipt Certificate, signed by Consignee
Packing List
Bank-Guarantee issued by first-class international bank

Expenses for commercial courier to be covered by the Seller/supplier



12. Payment Conditions

Cash against documents (CAD). The contract sum can be subdivided into partial payments according to part shipments which have been delivered successfully to final destination. Minimum value of each partial payment is 20% of the relevant contract sum. Each payment will be arranged by bank transfer within 10 days after invoice received.

13. Penalties

Delivery schedule will be negotiated and fixed in contract. In the event of delay in delivery caused other than by force majeure Welthungerhilfe is entitled to make use of a penalty of 2/1000 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 contract 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 Welthungerhilfe as soon as possible. Goods not meeting agreed quality can be rejected by Welthungerhilfe, but if Welthungerhilfe accept these goods a deduction from the contract sum and a penalty will be negotiated.

14. Performance bond

The successful bidders for Lot 1 / Lot 2 / Lot 3 must provide a bank-guarantee to confirm the fulfilment of any obligations arising from the relevant contract. No performance bond is required for Lot 4. The amount of the performance bond must be 6% of the relevant contract sum. This guarantee must be expressed in EURO currency and shall be limited until 30th October 2010 and may be released by Deutsche Welthungerhilfe e. V. only. The bank issuing the guarantee must be a first class international accepted bank and is subject to the approval of the buyer. The performance bond must be provided within 10 days after signing the contract.

15. Tender Conditions

The quotation must be valid one week at minimum.
Quotations must specify all details according to the tender text.

Quotations must reach Welthungerhilfe **not later than 13th August 2010 at 10:00 a.m.** local German time (GMT +2). Quotations can be submitted:

By registered mail in a separate sealed envelope within an outer envelope. Both envelopes must show:
Welthungerhilfe
Tender FG 35 / oeffnen nicht vor 13th August 2010
Friedrich-Ebert-Str. 1
53173 Bonn
Germany



Or by telefax: +49 228 2288 233

Or by e-Mail: logpro@welthungerhilfe.de

In case of any questions contact Mr. Juergen Luedemann: Juergen.Luedemann@welthungerhilfe.de
at the latest by 12th August 2010.

— **Samples for each commodity offered** are to be submitted **not later than 13th August at 10:00 a.m.** local Kenyan time (GMT +1) to:
GAA Regional Office
Likoni Lane off Dennis Pritt Road
P.O. Box 38829
00623 Nairobi

Carefully note that Welthungerhilfe will not place the relevant orders without having a sample in hand.

The orders will be placed latest by 18th August 2010.

Deutsche Welthungerhilfe e.V.

Juergen Luedemann
Head of Procurement & Logistics



Pre-Qualification of Suppliers

Name of Company	
Legal Form	
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	
Range of products offered	
Others	

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”).



Page 2, Pre-Qualification Sheet for 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