

**WORLD VISION RWANDA**

**SUPPLY OF NFI KITS TO WORLD VISION RWANDA**

**TENDER NO: WVK/OT/11/FY13**

**MAY 2013**

## **SECTION I**

### **INVITATION TO TENDER**

#### **SUPPLY OF NON FOOD RELIEF ITEMS**

World Vision Rwanda (a non-profit making Christian Relief and Development agency with projects in most parts of Rwanda) invites proposals from approved and reputable Suppliers and manufacturers/distributors of non-food relief items for the above Tender.

<b>TENDER REF.</b>	<b>DESCRIPTION</b>
<b>WVR/OT/II/FY13</b>	<b>SUPPLY OF 2,500 NON FOOD ITEMS (Family Kitchen Sets, Family Shelters, Family Hygiene kit and a Rectangular carrier bag with straps for packaging the Kits)</b>

Bidders should attach documentations and be able to meet the following minimum requirements:-

- Company Registration Certificates and other statutory registration documents
- Indicate details of contracts of similar nature and complexity undertaken in the last 5 years. Include names of firms and contact persons who may be contacted to confirm this
- Proof of financial capability, attach audited Accounts for the last three years
- Confirm ability to raise **10% of contract sum** as **Performance Bond** valid for the period of the contract if awarded the contract
- Certificate of quality standards from relevant authorities for the NFIs
- Arrange delivery of the NFI kits to World Vision Rwanda Office in Kigali
- Be responsible for ensuring that the emergency kits are delivered on time and to an agreed level of quality
- Provision of logistical services, through a logistics partner or by the successful NFI vendor, suitable security and a valid certificate of insurance to cover the stock from theft or any other incident while on transit to WV Rwanda
- Financial proposal should be in US Dollars

Tender documents containing detailed specifications can be downloaded free of charge from: [www.wvi.org](http://www.wvi.org)

Completed Tender documents should be submitted on or before **1200hours on Friday 31<sup>th</sup> May 2013** in plain sealed envelopes clearly showing the **Tender No. and Description** should be addressed to:

Supply Chain Manager  
World Vision Rwanda  
P.O Box 1419 Kigali Rwanda  
Kacyiru South, Behind UNICEF Offices  
M/S Plot No.145  
Tel: +250 788308931  
[www.wvi.org](http://www.wvi.org)

**Tenders must be accompanied with a Bid Bond equivalent to 5% of the Total Tender Sum, valid for at least 120 Days, in form of a Bank Guarantee from a reputable Bank.**

“World Vision Rwanda reserves the right to accept or reject any Bid and is not bound to give reasons for its decision”.

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## SECTION II

### **INSTRUCTIONS TO TENDERERS**

#### **I. I. General/Eligibility/Qualifications/Joint venture/Cost of tendering**

World Vision Rwanda invites tenders proposals from approved and reputable Suppliers and manufacturers/distributors of non-food relief items for the aforementioned tender. The successful tenderer will be expected to supply by the Intended supply Date specified in the tender documents.

I.1 All tenderers shall include the following information and documents with their tenders , unless otherwise stated:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business.
- (b) Experience in supply of a similar nature and size for each in the last five years, and details (if any) of supply under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
- (c) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (d) Authority to seek references from the tenderers bankers and other clients

I.2 The Tenderer, shall bear all cost associated with the preparation and submission of this tender, and World Vision Rwanda will in no case be responsible or liable for those costs.

I.3 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture.

#### **2. Tender Documents**

2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.

- (a) These Instructions to Tenderers
- (b) Form of Tender and Qualification Information
- (c) Specifications
- (d) Forms of tender Securities
- (e) Condition of Contract and Appendix to condition of Contract

2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderers risk and may result in rejection of his tender.

2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing. The Employer will only respond to requests for clarification received earlier than seven days prior

to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below

### 3. Preparation of Tenders

- 3.1 The tender submitted by the tenderer shall comprise the following:
  - (a) These Instructions to Tenderers, Form of Tender and Specifications;
  - (b) Tender Security;
  - (c) Any other materials required to be completed and submitted by the tenderers
- 3.2 All documents relating to the tender and any correspondence shall be in English language.
- 3.3 The Tender shall be submitted in one original document.
- 3.4 The tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons who signed the tender.
- 3.5 The Tenderer shall fill in unit prices for all each NFI item as per the Supply description. Items for which no rate or Prices is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the total cost of for standard NFI kit. **World Vision Rwanda shall process exemption of all customs duties, VAT and other levies payable to Rwanda Revenue Authority. It is the responsibility of World Vision Rwanda to process Customs clearance. The supplier will however transport and be in charge of goods while they are being processed in the customs ware house. Other costs apart from customs taxes shall be included in the NFI unit price submitted by the tenderer.**
- 3.6 The unit rates and prices shall be in US Dollars.
- 3.7 The rates and prices quoted by the tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.8 Tenders and the prices quoted shall remain valid for a period of **ninety (90) days** from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

- 3.9 The tenderer shall furnish, as part of the tender, a **Tender Security (Bid Bond) in the amount 5% of the tender sum and in the form of a bank guarantee from a reputable bank and must be valid for 120 days**. Any tender not accompanied by an acceptable Tender Security shall be rejected.
- 3.10 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.11 The Tender Security may be forfeited
- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
  - (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
  - (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to sign the Agreement, or
  - (f) in the case of a successful tenderer, if the tenderer fails within the specified time limit to Furnish the required Performance Security (performance bond).

#### 4. Submission of Tenders

- 4.1 The tenderers shall seal and submit only one original document and the outer envelope shall:
- (a) be addressed to the Employer at the address provided in the invitation to tender;
  - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
  - (c) Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to World Vision Rwanda office in Kigali as per details in the Invitation to tender
- 4.3 Any tender received after the deadline date and time prescribed in the invitation to tender will be rejected
- 4.4 The tenderer shall not submit any alternative offer unless they are specifically required in the Tender documents. Only one Tender will be submitted by each Tenderer, any tenderer who fails to comply with this requirement will be disqualified.
- 4.5 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline. Each tenderers modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the outer and inner envelopes additionally marked “**MODIFICATION**” and “**WITHDRAWAL**”, as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.6 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended may result in the forfeiture of the Tender Security.
- 4.7 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications or be included in the original tender submission.

#### 5. Tender Opening and Evaluation

- 5.1 The tenders, including any modifications, will be opened in the presence of the tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked “**WITHDRAWAL**” shall be opened and read out first. Tenderers’ and Employer’s representatives who are present during the opening shall sign a register evidencing their attendance.

- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced during the opening.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in the invitation to tender, ( b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderers obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited
- 5.8 The Employer, World Vision Rwanda reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.9 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

## **6. AWARD OF CONTRACT**

- 6.1 The award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price
- 6.2 Notwithstanding the provisions of any clauses above, WV Rwanda reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of execution of the contract as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount of 10% of contract sum.
- 6.6 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.7 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future WV procurement.

## **7. Corrupt and Fraudulent practices**

- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.



## **SECTION III – STANDARD FORMS**

- i. Form of Tender
- ii. Form of Agreement
- iii. Performance Bank Guarantee
- iv. Tender Questionnaire
- v. Confidential Business Questionnaire

## FORM OF TENDER

TO: \_\_\_\_\_ (name of Employer)

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of USD(\$).\_\_\_\_\_ [Amount in figures].  
USD.\_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of \_\_\_\_\_ [Name of Employer] of \_\_\_\_\_ [Address of Employer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## FORM OF TENDER SECURITY

WHEREAS .....(hereinafter called “the Tenderer”) has submitted his tender  
dated ..... for the supply of

..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE .....

having our registered office at .....(hereinafter  
called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of

USD..... for which payment well and truly to be made to the said Employer, the Bank binds  
itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this  
..... Day of .....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

## PERFORMANCE BANK GUARANTEE

To: \_\_\_\_\_(Name of Employer) \_\_\_\_\_(Date)

\_\_\_\_\_(Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_(hereinafter called "the Contractor") has undertaken, in pursuance of

Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of USD. ....(amount of Guarantee in figures)

USD..... (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of USD. .... (Amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## **vii) TENDER QUESTIONNAIRE**

***Please fill in block letters.***

1. Full names of Tenderer:  
.....
2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):  
.....
3. Telephone number (s) of Tenderer:  
.....
4. Email Address of Tenderer:  
.....
5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:  
.....
6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Rwanda (name, Email address, telephone,):  
.....  
.....

\_\_\_\_\_  
Signature of Tenderer

### **viii) CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

#### **Part I – General**

Business Name .....

Location of business premises: Country/Town.....

Plot No..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time:

US Dollars (\$).....

Name of your bankers.....

Bank account:.....

Branch.....

#### **Part 2 (a) – Sole Proprietor**

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details .....

#### **Part 2 (b) – Partnership**

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

**Part 2(c) – Registered Company**

Private or Public .....

State the nominal and issued capita of the company:

Nominal USD. ....

Issued USD. ....

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.	.....	.....	.....	
2.	.....	.....	.....	
3.	.....	.....	.....	
4.	.....	.....	.....	

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

## **Detailed Tender Specifications**



<u>Lot</u>	<u>Content for One Family Lot</u>		<u>Specifications</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<b>Family kitchen lot for 2500 families</b>	4 Saucepans	2 Pcs of 7L	7L stainless steel (or aluminium); diameter min 25cm, max 28cm, thickness: in 0.8mm, Lid: refer to frying pan, finish: no sharp edges	5000		
		1 Pc of 5L	5L stainless steel(or aluminium), Diameter adapted thickness min 0.8mm, finish :no sharp edges	2500		
		1 Pc of 2.5L	2.5 stainless steel(or aluminium), Diameter adapted thickness min 0.8mm	2500		
	5 Cups		0.3L, plastic, thickness min 0.5mm,handle: secured attached with rivets or welded	12500		
	5 Spoons		Spoon, soup, stainless steel,15ml	12500		
	5 Forks		Stainless steel, 60mm,4 tics	12500		
	5 Plates		Deep 4mm,plastic 0.25L	12500		
	1 Jerry can		Foldable,20L,grade plastic, screw cap 50mm	2500		
<b>Family Shelter lot for 2500 families</b>	2 bed cover (blankets)		Blanket, woven, 80% wool, 1.5*2m, high thermal resistance. Weight 1.7kg, ship vol:8L,content ISO1833 on dry weight,80% wool fibres+/-5%,20% other textile fibres, recycled fibres accepted	5000		
	Sheeting(tents)		Plastic sheet not antiblast film,02mm*6m	2500		
<b>Family Hygienic Lot for 2500 families</b>	3 Soaps	1 body Soap	100g fatty aid minimum 70%,moisture max.20%at time of packaging, NAOH content max 0.3% NACl content max 0.6%, packing 120pc per carton	2500		
		2 laundry Soap	250g fatty aid minimum 55%,moisture max.25% at time of packing ,NAOH content max 0.3%, packing 100pc per carton	5000		
	2 Rappers(ibitenge)		Real cotton 80cm*120cm	5000		
	1 Bucket		Plastic,14L with clip cover and 50mm outlet, weight 1.25kg	2500		
	1 Baby pot		10cm*dm 4L	2500		
	Transport to World Vision Rwanda Offices, in Kigali			1		
	Rectangular Bags with strong straps/handles for packaging the kits			2500		
	<b>GRAND TOTAL PRICE ( CARRIED FORWARD TO FORM OF TENDER) IN US Dollars (\$)</b>					

**N.B Total prices should include loading and unloading charges at World Vision Rwanda Office.**