

Call for Tender/Invitation for Bids

Contact details for submission of Bids:

WEM Hamburg GmbH
Kirchenstr. 36
22946 Tritttau
Germany
Tel.: +49 (0)41 54 / 9999 - 010
Fax: +49 (0)41 54 / 9999 - 019
Email: wem@wem-hamburg.de

Date: Tritttau, 06.09.2019

Humanitarian Aid for: Egypt

Project: **New Horizon Association for Social Development (NHASD)**
54, Madinet Al Fustat Al Gadida
Old Cairo
Egypt

Project Title: Supplying Sustainable Energy for Groundwater Pumps, a Cooling Facility and Office Buildings in Dakhla Oasis

Goods: **Solar Equipment, Solar Pumps**

Project Period: 2019-2020
Main-Project: N-WEL-2018-1018
Sub-Project:
WEM Reference: EGY/7502

Lots for the supply of photovoltaic Equipment, Installation and Training in Egypt as follows:

Lot 1: PV Systems for Al Dakla Oasis / DDP Balat, Dakhla – Egypt

Lot 2: PV Systems & Solar Pumps for Al Dakla Oasis / DDP Balat, Dakhla – Egypt

WEM Hamburg has been appointed as Procurement Centre for carrying out the below indicated Tendering- and Procurement Procedure for the above Project which is funded by the German Federal Ministry for Economic Cooperation and Development (BMZ). The complete procedure strictly follows the rules of the Regulations on Contract Awards for Public Supplies and Services (VOL/A & VOL/B) and the guiding regulation thereof (VgV) under consideration of the specific guidelines for humanitarian church projects (Verfahren der Förderung entwicklungswichtiger Vorhaben der Kirche in Entwicklungsländern aus Bundesmitteln vom 17.11.1983 in der Fassung vom 01.01.2015).

The *General Conditions of Contract* shall apply to the extent that they are not superseded by provisions in other parts of the contract. The *General Conditions of Contract* are available upon request and are ready for download at our homepage www.wem-hamburg.de

WEM-Hamburg

September 2019

Instruction to Bidders / Special Conditions of Contract

1.) General remarks

- 1.1 By submitting a tender, the bidders fully and unreservedly accept the conditions of this call for tenders, considering them as the sole basis of this tender procedure, whatever the bidders own conditions of sale may be - which they hereby waive. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier.
Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to rejection of the tender.
No account can be taken of any remarks in the tender relating to the tender dossier – remarks may result in the immediate rejection of the tender without further evaluation.
- 1.2 Offered items must be brand new, ready for use – in perfect order and condition and according to the technical specifications given.
- 1.3 All Bidders are obliged to observe the highest ethical standards during procurement and execution of the contract.
- 1.4 Partial Bids are permitted. Complete Bids for both Lots (Lot 1 & Lot 2) would be preferred.
- 1.5 Bidder shall furnish a clause-by-clause commentary on the requirements below and on the technical specifications. Bidder who comment with texts such as "Yes", "Complied", "Refer to catalogue", copying texts directly from the technical specifications form, leave any parameter line blank and/ or submit any text or content of this nature would be considered as NON-RESPONSIVE.
- 1.6 All components must be coordinated within the system by the awarded supplier, so that they fit together and they are complete as a functioning system.
- 1.7 Any components and parts not mentioned specifically, but are essential for appropriate layout, installation and operation must be included in the offer by the supplier or must be supplied after ordering to ensure that operation is guaranteed as described.

2.) Eligible Bidders

- 2.1 This Invitation for Bids is open to all qualified suppliers with the required experience and qualification, except as provided hereinafter.
- 2.2 Qualified Applicants are manufacturers or suppliers without limitation to nationality. The formation of a consortium is acceptable, provided a lead partner is designated. An applicant not established locally is required to have an authorized agent or local branch in the Region, capable of rendering after-sales-service, including handling of warranty claims as well as technical support of equipment included in the tendered lots.
- 2.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices and participation is not ruled out by sanctions issued by the UN Security Council or the bidder is legally barred from the procurement process in the country of the project on the ground of previous violations of regulations on fraud and corruption.

3.) Cost of bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.) Content of bidding documents

- 4.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include all documents mentioned in the list of Content (No. 7 – Documents).
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or Submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 4.3 Bids which do not include the signed Declaration for free, fair and competitive procurement process will be rejected (see sample Form)

5.) Clarification of bidding documents

- 5.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser by email at the Purchaser's address indicated in the Invitation for Bids until

27.09.2019 (wem@wem-hamburg.de)

latest. The Purchaser will immediately respond in writing to any request for clarification that he receives. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the Bidding Documents.

6.) Language of bid

- 6.1 Language of Bid: **English**
- 6.2 Language of correspondence and documents relating to the bid: **English**

7.) Documents

- 7.1 The bid prepared by the Bidder shall comprise the following components:
- a) Written/printed **quotation** on letter headed paper containing
 - Country of Origin (for each item)
 - General technical specification
 - Warranty Conditions
 - b) Supply and Performance Schedule
 - c) Technical description & Detailed description of the introductory suppliers training
 - d) Bid submission form (specification & price)
 - e) Declaration for free, fair and competitive procurement process (Form attached)
 - f) Acceptance Declaration Form (Form attached)
 - g) Supplier's registration form
- 7.2 Documents requested after firm order:
- a) Original of the Supplier's invoice showing the Contract number, Goods description, quantity, unit price, total amount
 - b) Transport document as proof of contractual delivery obligation effected
 - c) Confirmation of Arrival / Packing List stamped and signed by Consignee
 - d) Packing list identifying contents of each package
 - e) Manufacturer's/supplier's warranty certificate
 - f) All documents listed under Pos. 11 (Documentation of the entire System) of the Technical Specification Sheet for each Lot
 - g) Certificate of origin (if applicable)

Depending on the delivery conditions and the customs procedure, additional documents might be requested. By providing an offer, the bidder agrees to provide necessary support and additional documents if required.

8.) Bid submission form (specification & price)

- 8.1 The Bidder shall complete the Bid submission form and the appropriate Price Schedule furnished in the Bidding Documents. He shall state a clear description of specifications and features of offered item. Further he shall provide if applicable a detailed description of the introductory suppliers training (Content, training methods, training site, number of training hours and days per institution, number and qualification of trainers).
- 8.2 The offered items should be according the quantities and technical specifications stated in the Bid submission form. Variations must be clearly indicated and reasonably explained.

9.) Bid prices

The Bidder shall indicate the Bid Prices for goods (unit and total price), transportation, installation and training whatever is applicable under the Supply Contract **separately**. Delivery must be affected according to INCOTERMS 2010 (current version).

10.) Bid currencies

- 10.1 Prices for goods shall be quoted in EUR
Quotations stated in other currencies will not be considered in the awarding process.
- 10.2 Evaluation will be performed in EUR – the exchange rate used will be the spot rate at day of tender closing based on OANDA currency converter (www.oanda.com/lang/de/currency/converter/)

11.) Documents establishing bidder's qualifications

- 11.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's qualification to bid and its qualifications to perform the Contract if its bid is accepted – as per documents stated in clause 7 of this Call for Tender.
- 11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- a) that, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the Purchaser's country and will provide full warranty (certified),
 - b) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be represented by an agent in that country equipped and able to carry out the Supplier's obligations prescribed in the Conditions of the Contract and the Schedule of Requirements.

12.) Documents establishing goods' conformity to bidding documents

- 12.1 The Bidder shall furnish, as part of its bid, documents establishing the conformity to the Bidding Documents of all goods which the Bidder proposes to supply under the Contract.
- 12.2 The documentary evidence of the goods eligibility shall consist of a statement in the Price Schedule/Quote on the country of origin of the goods offered – mentioned for each item separately.
- 12.3 The documentary evidence of the goods conformity to the Bidding Documents shall furnish:

- a) a detailed description of the goods' essential technical and performance characteristics in English language including a photo-documentation and a manual in English language;

12.4 In case that documentary evidence will not be provided by the Supplier the bid will be rejected.

13.) Period of validity of bids

13.1 Bids shall remain valid for **60** calendar days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

14.) Submission of Bids (sealing and marking)

14.1 The Bidders shall seal the original and the copy of the bid in an envelope, duly marking the envelope as "original".

14.2 The envelope shall be:

- a) addressed to the Purchaser/Consultant at the following address

WEM Hamburg GmbH
Coordination Procurement
Kirchenstr. 36
22946 Tritttau
Germany

- b) and labelled: "Supplying Sustainable Energy for Groundwater Pumps, a Cooling Facility and Office Building in Dakhla Oasis, Egypt – Project: N-WEL-2018-1018 – WEM Ref.: EGY/7502"

- c) and the words "DO NOT OPEN BEFORE **12:00 hours on 21st of October, 2019**"

14.3 Submission Deadline: 21st of October, 2019 at 12:00 CET

14.2 Corrections, amendments and supplements to the bid will only be accepted if they are submitted in the form prescribed above and by the tender submission deadline.

14.3 Failure to submit the tender within the deadline specified will lead to the rejection of the tender.

14.4 The Consultant may, at its discretion, extend this deadline for the submission of bids, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15.) Specific Details and Addresses:

The Purchaser is:

WEM Hamburg GmbH
Kirchenstr. 36
22946 Tritttau
Germany
Tel.: +49 (0)41 54 / 9999 - 010
Fax: +49 (0)41 54 / 9999 - 019
Email: wem@wem-hamburg.de

The Consignee is:

New Horizon Association for Social Development (NHASD)
54, Madinet Al Fustat Al Gadida
Old Cairo
Egypt

16.) Transportation and Delivery Time (INCOTERMS 2010 – current version)

16.1 The Supplier is required under the Contract to deliver the Goods

Lot 1: DDP Balat, Dakhla – Egypt

Lot 2: DDP Balat, Dakhla – Egypt

no further restriction shall be placed on the choice of the carrier.

17.) Incidental Services

17.1 Installation and Commissioning - The supplier is responsible for installation erecting and commissioning of all units to be tested (function test) for acceptance.

17.2 Safety Regulations - The Supplier shall make himself acquainted with the current safety regulations in the Country of the Beneficiary and the Supplier shall secure the observance by his employees of such safety regulations. The Supplier shall inform the Beneficiary of any special danger which is likely to occur during the execution of the Services.

17.3 Technical Documentation - The Supplier shall furnish detailed operations and maintenance manuals for each appropriate unit of the supplied goods in English and shall provide them in two-fold (2 copies) for each equipment and/or any component thereof.

17.4 Training of Technical Staff - Training will be required for the items identified in the technical specifications herein and may commence parallel to the installation of the Goods. Four weeks before the start of the staff training period, furnish, at no additional cost to the Purchaser such information and drawings other than technical drawings of the Goods in sufficient detail to enable the Beneficiary to carry out the operation and maintenance of all the items of equipment. If not otherwise mentioned in the technical specifications or other parts of the Call for Tender, the documents shall contain the following information:

- a) application
- b) operation
- c) possible combination with other equipment
- d) cleaning, (disinfecting and sterilization where required)
- e) assembly
- f) functional checks
- g) service manuals (including detailed circuit diagrams)

17.5 Training shall include

- a) general - commissioning introduction to users and technicians at the working place after installation;

17.6 Training programme shall be based upon recognized principles. Comprehensive documentation shall be provided, and the operators and technical personnel shall receive detailed training and supervision for a period of time long enough to ensure familiarity with the equipment. A training protocol shall be prepared by the Supplier (item, description, participants, kind of training etc.) for signature by the appropriate trainees.

17.7 Training shall be given in English. The Purchaser may request further similar training during and after the warranty period of the Goods to be supplied. The Supplier should be able to provide such training at a nominal cost.

17.8 Maintenance Services - During the warranty period the Supplier shall offer local maintenance services to the goods specified in the technical specifications. Local service is recognized as the availability of an engineer or technician, who is certified by the manufacturer, within the territory of the Country of Beneficiary.

- 17.9 Maintenance Services shall include any and all services that may be required to ensure continuous functioning of the Goods, except for parts and consumables, which shall be made available by the Supplier at no extra costs.
- 17.10 Maintenance services shall be carried out sufficiently, on such dates and time as shall be determined by the Supplier in coordination with the relevant Beneficiaries management.
- 17.11 Supplier shall provide the address and name of firm or individual having the license on maintenance services for the technical equipment.
- 17.12 For the time after the warranty period suppliers shall offer a quotation for maintenance contracts for all items, which require service according to the technical specifications and/or mentioned in other parts of the Call for Tender.

18.) Inspection

- 18.1 Inspection and tests prior to shipment of Goods and/or at final acceptance will be requested. At the Purchaser's option, this may be conducted by the Purchaser or its nominated representative/inspector, prior to shipment, and/or at the time of acceptance of the Goods.

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

18.2 Pre-shipment Inspection

- a) Goods may be subject to pre-shipment inspection by an inspection company to be nominated by the Purchaser. In such case, payment to be made after the shipment of the Goods shall be dependent upon successful completion of this inspection and issue of a clean report of inspection (findings).
- b) If, as a result of such inspection, the Goods are found to be defective or not in compliance with the conditions of contract, the Supplier shall with all reasonable speed remove the defects and make sure that the Goods conform to the specifications, and then the tests shall be repeated. The cost of any visit that the nominated inspection company may have to repeat due to failure of the Supplier shall be borne by the Supplier.
- c) If the Purchaser opts to conduct a pre-shipment inspection on the premises of the Supplier, the Supplier shall provide the nominated inspectors with all assistance as required. Should there be any expenses that the Supplier deems it may have to incur for pre-shipment inspection tests to be conducted on the premises thereof; these expenses shall be quoted separately per equipment in the bid. The prices so quoted shall not be part of the evaluation but shall be included in the contract if the Purchaser decided to exercise this option.

18.3 Inspection after Installation

- a) The Supplier shall notify the Purchaser in writing of the expected date of completion of the delivery/installation of the Goods and such notification shall be made early enough to enable the Purchaser to make necessary arrangements therefore. Installation works shall be completed within not later than thirty (30) days of the date of arrival of the goods at the Project Sites unless they are delayed by any reason that may be attributable to the Purchaser. Acceptance tests shall be conducted in the presence of the Supplier's and the Purchaser's representatives.
- b) If, as a result of the acceptance tests, the Goods are found to be defective or not in conformity with the conditions of contract, the Supplier shall, at its own cost, remove the defects and put the Goods in conformity with the conditions of contract not later than thirty (30) days of the receipt of notification issued by the Purchaser therefore. Following the removal of the defects, the acceptance tests may, at the Purchaser's option, be repeated at no extra cost to the Purchaser. In the case the Supplier fails to remove the defects in the given time or in a longer period that may be allowed by the Purchaser, the Purchaser may, at its discretion:
 - i. do, at the risk and expense of the Supplier, what may be reasonably necessary for removal of such defects and recover all the expenditures incurred therefore from the proceeds of the contract price, or

- II. deduct from the proceeds of the Contract price, as liquidated damages, a sum equivalent to two (2) percent of the contract price of the defective good/s for each week or part thereof of delay, up to a maximum deduction of eight (8) percent, after which the Purchaser shall be entitled to deduct the full contract price of such good/s from the proceeds of the contract price.
- c) Subject to the provisions of this sub-clause, the Purchaser shall provide, at its own cost, such infrastructure facilities as power, water, gas etc. that may be required for the performance of acceptance tests.
- d) The Supplier shall make available at the disposal with no extra cost to the Purchaser any consumables in sufficient amounts/quantities that may be required for the performance of acceptance tests.
- e) Acceptance procedures shall commence within not later than 30 days of the notification by the Supplier that the Goods are ready for inspection and acceptance. Following the successful completion of the acceptance tests, "an Acceptance Certificate " shall be issued and signed by the representatives of the Purchaser and the Supplier, in which the date on which the Goods and Services have been delivered and commissioning tests successfully carried out will be indicated. The warranty period shall commence on the date of such acceptance of the Goods and Services.

19.) Packing

- 19.1 The Supplier shall prepare all equipment and materials for shipment as specified in the technical specifications. All costs in preparing the equipment and materials for shipment to the different final destinations of the Goods shall be included in the amount tendered for the applicable item of equipment and materials and the Supplier will be entitled to no additional compensation on account of any requirement.
- 19.2 The Supplier must consolidate, pack and label the Goods for each single final destination/Institution separately to ensure easy distribution.
- 19.3 All shipping packages/containers shall be marked in a clear, legible and indelible manner as follows:
 - a) All labels must be written in English
 - b) Every single piece of shipment (Container, Pack, Box, Parcel, Package) must have on the outside a label written in waterproof ink bearing the following information in English:
 - I. The Name of the Project
 - II. Gross and net weight in kilograms of the package
 - III. Name of the Consignee and Beneficiary for which the item is determined
 - IV. Name and Address of the Institution as the final destination, if not Beneficiary
 - V. The total number of units dispatched to this particular Beneficiary with this shipment
 - c) If several packages are packed inside a larger container, the label on the container must enumerate all packages inside, and each smaller package inside must bear all information mentioned above.
 - d) Articles inside the boxes are to be labeled with the item description for easy identification.

The packing units have to be numbered continuously and should have an additional labeling, if required.
- 19.4 The Supplier shall furnish all labor and materials necessary to brace, box, crate or otherwise prepare for shipment all equipment and materials in a manner that will insure against any damage to the equipment and materials in transit to the Project. Double boxing to give extra protection to the equipment and materials against mechanical injury shall be provided if required. All parts requiring protection from moisture, including polished parts which rust quickly, shall be coated with a rust-preventive compound and shall be double-boxed with tar paper or sisal-Kraft paper inserted between the layers of boxing. Where necessary, heavy parts shall be mounted on skids, so that cable slings for handling can be readily attached. Where

it is unsafe to apply external slings to a box, internal slings shall be provided and shall project through the box so that attachment can readily be made.

20.) Delivery and documents

- 20.1 For imported goods: - Upon shipment, the Supplier shall, within 48 hours, notify the Purchaser and the consultant by Fax or confirmed Email the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge. The supplier shall mail the following documents to the purchaser or if required the indicated routing address:
- h) Original of the Supplier's invoice showing the Contract number, Goods description, quantity, unit price, total amount;
 - i) Copy of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
 - j) Copy of packing list identifying contents of each package;
 - k) Copy of insurance certificate;
 - l) Copy of the manufacturer's/supplier's warranty certificate;
 - m) Original of the inspection certificate issued by the nominated inspection agency, if applicable;
- 20.2 The above documents shall be received by the Purchaser prior to arrival of the Goods at the place of arrival and if not received, the Supplier shall be responsible for any consequent expenses.
- 20.3 Early delivery and partial shipment require the explicit consent of the Purchaser.
- 20.4 Additionally, should the Supplier be informed any time prior to shipment of the goods that any item of equipment under the contract is no more produced or replaced with a new one, the Supplier shall inform the Purchaser accordingly and obtain the Purchaser's prior written consent for the replacement, or for the new equipment to be supplied instead of the initially offered one. This replacement shall be made at no extra charge to the Purchaser and the Supplier shall have no right to claim any additional payment for such a replacement for any reasons whatsoever.

21.) Insurance

- 21.1 The insurance shall be in an amount equal to 110% of the **DDP** Institution value of the goods in the currency of the contract from Supplier's or manufacturer's/producer's warehouse to the final destination on "All Risks" basis, including War Risks and Strike clauses. An Insurance Certificate has to be provided.
- 21.2 Goods shall be fully insured in the currency of the contract during delivery of goods.
- 21.3 Also under **DDP** an Insurance Certificate on All Risk basis has to be provided.

22.) Evaluation, comparison and rejection of bids & Award Criteria

- 22.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive.
- 22.2 The Purchaser's evaluation of a bid will take into account the following factors:
- 50% - Price
 - 5% - Quality and quantity of the accompanying suppliers training components
 - 15% - Quality of the goods
 - 10% - Delivery schedule
 - 5% - Availability of spare parts / After sales service facilities in consignee's country
 - 5% - Operating and maintenance costs
 - 10% - Duration of warranty and special services

- 22.3 Bids are generally rejected, if
- a) a bid contains inadmissible reservations or restrictions,
 - b) a bid shows that the bidder has not met certain qualification requirements,
 - c) the companies of the bidder are not considered eligible according to the Eligibility Clause.

23.) Purchaser's right to vary quantities at time of award

- 23.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease the number of Units and the subsequent quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

24.) Purchaser's right to accept any bid and to reject any or all bids

- 24.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- 24.2 The bidding procedure or parts of the bidding procedures may be cancelled if
- a) competition was inadequate,
 - b) circumstances underlying the invitation to bid have changed materially,
 - c) the price quotations are obviously unreasonable. In this case, the purchaser may, as an alternative to re-tendering, enter into negotiations with the lowest bidder to try to obtain a satisfactory offer.

25.) Notification of award

- 25.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Email, to be confirmed in writing, that its bid has been accepted.
- 25.2 The notification of award will constitute the formation of the Contract.

26.) Signing of contract

- 26.1 At the time as the Consultant notifies the successful Bidder that its bid has been accepted, the Purchaser or the Consultant will send the Bidder the Contract Form, incorporating all agreements between the parties.
- 26.2 Within 3 working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser through the Consultant.
- 26.3 The contract will be definitive upon signature by the two parties.

27.) Payment Conditions

- 27.1 Method of Payment:

a) Advance Payment:

10% of the contract price shall be paid within 10 days of signing of Contract and on submission of the Advance Payment Invoice.

b) Partial Payment:

60 % of the contract price shall be paid within 30 days after submission of the invoice and shipping documents (e.g. on-board bill of lading, freight waybill, air waybill, Insurance).

c) Final Payment:

The remaining 30 % of the contract price shall be paid within 30 days after the finalization of all deliveries and services upon submission of request for disbursement, final acceptance certificates signed by the respective Beneficiary.

- 27.2 **Special Remarks:** Payment of **TAX, Duty or VAT** (DDP) will be transferred immediately upon receipt of the official governmental Invoices and Bills – and are not subject to the above Payment Schedule.
- 27.3 Payment shall take place in the currency of the Contract
- 27.4 Payments due by the Contracting Authority shall be made to the bank account mentioned on the offer of the Contractor and confirmed in the Contract.

Annex: Declaration for free, fair and competitive procurement process

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Federal Republic of Germany.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the Federal Republic of Germany.

.....

.....

Place, date

Bidder

Annex: Acceptance Declaration Form

Subject: Acceptance of below mentioned provisions

The undersigned herewith undertakes to comply with the **General Conditions of Contract**, the **ACT Policy** and the “**Regulations on Contract Awards for Public Supplies and Services, VOL/A & VOL/B**” available upon request as well as to observe the **highest ethical standards** during procurement and execution of contracts. Further he/she declares on his/her honour that he/she/the company/organization represented by him/her:

- is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, nor is it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- has 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- has not been the 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 Contracting Authority's or European Community's interests;
- has not been declared to be in serious breach of contract for failure to comply with his/her contractual obligations subsequent to another procurement procedure or grant award procedure financed by budget of the European Community or the German Government;
- has not been engaged in corrupt, fraudulent, collusive or coercive practices as defined in General Contract Conditions;
- has completed the attached Suppliers Registration Form to the best of one's knowledge, gives WEM or any other mandated organisation / European Anti-Fraud Office (OLAF) / Court of Auditors the power of audit / access to its accounts and provide WEM / mandated organisation with every information and document needed.

By signing this form, the undersigned acknowledges that he/she/it is aware of the administrative and financial penalties described in the "General Conditions of Contract" which may be applied if one of the Situation described above were to occur.

.....

.....

Place, date

Bidder

Annex: Suppliers Registration Form

This form will only be processed after having received the duly signed fax in which you have indicated that you agree to our general rules and conditions.

ADDRESS INFORMATION:

Country:

City:

P.O Box and Mailing address:

Telephone:

Fax:

Contact Person:

Homepage:

E-Mail address:

COMPANY INFORMATION

Subsidiaries, Associates and Overseas representative:

.....

.....

.....

Nature of Business:

Trade Transporting Company Producer

Are all company Documents available in English language:

yes No

License authority:

International Office representation in Country of installation (complete address, contact details and references):

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FINANCIAL INFORMATION

Bank Name:

Swift/IBAN/BIC:

Bank account number:

Account Number:

TAX Number:

Turnover per year in €:
(Average of last 3 years)

PRODUCT INFORMATION:

Type of Product:
.....
.....
.....

Description of the Product:
.....
.....
.....

OTHER INFORMATION

Number Of Full Time employees:

References of previous clients/projects:
(Please indicate Company Name, Contact Person, Phone No. and address)

- 1.).....
- 2.).....
- 3.).....
- 4.).....

Confirmation of the below is mandatory:

- At least three years experience with the delivery and installation of goods similar to the requested system YES/NO: _____
- At least three contracts of a size comparable to the present contract during the last three years YES/NO: _____
- Annual turnover not less than EURO 1.5 million/annum for PV-Systems during the last three years YES/NO: _____
- ISO 9001 certification of the vendor YES/NO: _____
- Site survey YES/NO: _____
- System to install will perform according to the required output and system components are ensured to function together YES/NO: _____
- Scope of supply contains all material for the installation and commissioning of the system YES/NO: _____
- Local Partner: licensed with District Electricity Co. YES/NO: _____

Truly and correct completion of this form is absolutely mandatory to take your Bid into consideration in case of ECHO / BMZ financed Procurement.

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Place, date

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Bidder