INVITATION TO TENDER

Supply of Improved Autumn Seeds

Our Reference: SDN 1145 BMZ – SPR No. 1057


Introduction

Welthungerhilfe was established in 1962. It is today one of the largest private organizations working in development cooperation and humanitarian aid in Germany. Non-profit-seeking, non-partisan, and non-denominational.

The donations obtained from the population at large are funding our work in Africa, Asia, and Latin America. Besides, Welthungerhilfe receives grants from the German Federal Government, the European Union, USAID/OFDA, the United Nations, and many other worldwide recognized donors.

For its project located in Al Fasher, Malled, and the El Sayeh rural area funded by the German Ministry of International Cooperation (BMZ), we are in the market for the supply of Improved Autumn Seeds.

Important Dates:

The newspaper publication date(s): 10.3.2020.

The predetermined time of posting of tender invitation through the official WHH web portal: 10.3.2020.

The deadline for the collection of tender documents: 23.3.2020.

The deadline for the submission of tenders: 24.3.2020, 4:00 pm local Sudanese time

The opening and evaluating of obtained offers are planned for the calendar week 14/2020.

The set deadline for submission of inquiries/questions is 23.3.2020.

The signing of the contract with the selected company and communication to unsuccessful bidders should be provided not later than the calendar week 15/2020.

1. Tender Overview

This is an open invitation to tender for the contract awarding, as mentioned above.

Thus, the following documents constitute the tender dossier:

A. The Tender invitation (this document)

B. Annexes:

I: The Pre-Qualification Document

II: Terms and Conditions for International Procurement of Goods and Services

III: The Bidding BoQ
2. General remarks and special condition

- The offered commodities/goods must be according to our specification, sound, fair, and merchantable quality.
- Preferably, all the required commodities/goods must be ex-stock available.
- Fast delivery of required commodities/goods is expected.
- Part shipments without the authorization of the Contracting Authority are not allowed.
- The stock location and the origin of commodities/goods must be included in the offer.

3. Specification / Quantity

(A): The contract is preferably not a subject of division into lots, but if partial offers are obtained only, the contractual division in lots can be taken into consideration!

(B): The following technical specification need to be adhered to:

<table>
<thead>
<tr>
<th>Pos</th>
<th>Quantity (incl. unit)</th>
<th>Description (Commodity or Service)</th>
<th>Specification (can use several lines for details)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7000 Kg</td>
<td>Millet Seeds</td>
<td>Millet seeds Ashana عشانا, packed in 5 kgs plastic bags with Welthungerhilfe /BMZ logo as provided by WHH.</td>
</tr>
<tr>
<td>2</td>
<td>2100 Kg</td>
<td>Groundnuts Seeds</td>
<td>Groundnuts seeds Ghbash غبيش, packed in 1,5 kgs plastic bags with Welthungerhilfe /BMZ logo as provided by WHH.</td>
</tr>
<tr>
<td>3</td>
<td>2800 Kg</td>
<td>Sorghum Seeds</td>
<td>Sorghum seeds Variety (Arfaa Gdamak ارفع قدمك), packed in 2 kgs plastic bags with Welthungerhilfe /BMZ logo as provided by WHH.</td>
</tr>
<tr>
<td>4</td>
<td>2100 Kg</td>
<td>Sesame Seeds</td>
<td>Sesame seeds (promo برومو برومو), packed in 1,5 kgs plastic bags with Welthungerhilfe /BMZ logo as provided by WHH.</td>
</tr>
</tbody>
</table>

The quality of the above-listed goods is subject to shelf life retention of at least 24 months from the date of manufacture conditioned by storage at dry compartments ambient, prevailing the locally faced temperatures in Sudan.

All Autumn seeds items must be safe and certified by the MOPER Sudan.

The required seeds must come according to the Sudanese MOPER specifications.

The delivery of the required goods must conform to the Sudanese regulations and laws exigencies.

About the required seeds, a valid germination certificate must be issued.

The seeds' purity must be 98% minimum.
4. Marking/labeling
Each required packaging as per above-defined requirement must be marked on one side of the plastic bags containing the following details:
- The name of the manufacturer,
- The name of the product,
- The date of production,
- The net weight expressed in grams or milligrams, kgs, etc.,
- The expiry date,
- The batch number.

The marking has to be provided with non-toxic ink to maintain the readability after at least the minimum of ten (10) handleings.

Additional markings is not allowed!

5. Packing and picking
The packaging of the concerned equipment has to be appropriate to the nature (size, weight) of the items and comply with international standards. The packaging should avoid transport damages and protect equipment/goods from adverse weather conditions.

The costs of picking and packaging must be included in the unit price of each item.

6. Participation
The tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers), which are legally authorized and registered according to the Sudanese legislation.

7. Samples
As stipulated in article 16 of this document, independent quality, and quantity inspection will be undertaken; thus, the provision of samples is not required for this competition.

8. Anti-Terrorism Policy
The Contracting Authority renounces all forms of terrorism and will never knowingly support, tolerate, or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, the Contracting Authority is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of the Contracting Authority to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, the Contracting Authority will match their suppliers, and Service providers against the Sanctions list regularly. By submitting an offer, suppliers and service providers agree to this.

9. The language of bid
The tender, all correspondence, and documents related to the bidding exchanged by the bidder and the Contracting Authority must be written in the style of the procedure, which is the English language.
10. Contradiction or errors in the bid documents

If the bidder notices inconsistencies or mistakes in the bid document or specifications that are unclear, the bidder must clarify the issue by making queries before the set **deadline for submission of inquiries/questions in a written whether per courier or in an email form on the coordinates as provided in the further part of this documents.**

11. Alteration or withdrawal of bids

Bidders may alter or withdraw their tenders by written notification before the deadline for submission of the bid document. No bid may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

No bid may be withdrawn in the interval between the deadline for submission and bid opening of bids and the expiry of the tender validity period. Any correction of information must be explicit and must be confirmed in a written letter or email/messaging form.

12. Errors in Calculations

Bids submitted by interested bidders will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- Where there is a discrepancy between amounts in figures and words, the value in words will be the considered amounts.
- Where there is a discrepancy between a unit price and the total amount derives from the multiplication of the unit price and the quantity, the unit price as quoted will be the considered price.
- Amounts corrected in this way will be binding on the bidder. If the bidder does not accept them, its bid will be rejected.

13. Delivery conditions

All items are to be supplied as indicated in Article 3, and as per DDP (Incoterms 2020), preferably by road delivery, up to the El Fasher, Nord Darfur, Welthungerhilfe Office.

All transport details (Origin, City of Loading, Routing) should be preferably indicated within the offer.

The transportation cost must be stated separately in the offer.

The Shipment will have to be announced with prior notice before delivery!

14. Delivery schedule

The delivery of the mentioned goods is expected at the latest during/until the calendar week 16/2020.

The supplier should indicate in its offer how many days he might need to deliver the goods after the reception of the purchase order for the delivery.

15. Prices

All prices in your quotation must be indicated in EUR currency only. Quotations stated in other currencies will not be considered in the awarding process.

The transportation costs (freight charges) must be stated separately in the offer.
Please be informed that for the purchase of the improved autumn seeds, the supplier is responsible for payment of any taxes associated with the supply of the goods.

A fixed contract will be closed. No increase in taxes or other duties shall influence a potential alteration of the deal and the price agreed herein will remain bidding.

16. Inspection, acceptance, and rejection
The Contractor shall provide and maintain inspections, quality, and process control system acceptable to WHH covering the Goods under the Contract. Records of all inspection work by Contractor shall be kept complete and available to WHH during the performance of the Contract and for twenty-four (24) months after completion, if not otherwise specified in the Contract. Copies of all material certifications and test results will be submitted to WHH upon request.

WHH reserves the right to inspect and test through its representatives all Goods ordered under the Contract at any time and place. The Contractor, without additional charge, shall provide all facilities for inspection and all necessary support to ensure that inspections can be performed in such a manner as not to delay delivery of the Goods unduly.

WHH may reject any Goods supplied under the Contract that do not meet the requirements of the Contract or apply a penalty for Goods not fully conforming to such requirements as per Articles 17 and 18 of the WHH terms and conditions for international of goods and service. The rejection of the Goods shall be made as soon as practicable after the delivery of the Goods to their destination.

Neither any inspection carried out by representatives of WHH nor any acceptance of the Goods or part thereof by WHH nor any omission by WHH to inspect, accept and/or reject the Goods or part thereof shall release Contractor from its responsibility for such Goods that are not following the requirements of the Contract, including warranties.

17. Ordering Party / Consignee
Welthungerhilfe
No. 53 Block 6
Airport Street
Khartoum, Sudan

18. Documents
The following documents must be submitted before the set tender closing date:

- Written quotation on letter headed paper (please refer to Annex III of this documents)
- Pre-qualification of suppliers (please refer to the Annex I of this document)
- Copies of VAT and registration certificates, actual tax declarations, and valid import permits
- Company profile (PDF format)

19. Selection Criteria
Welthungerhilfe will prioritize the quotations as follows:
Tenderers not providing the requested quote included of exportation prices duly signed and stamped with the other documentation as listed in the article “18. Documents” as required will be by automatism excluded from this competition.

The following ranking criteria’s will be considered for the contract granting:

- 50% delivery delay/delivery schedule
- 50% price
- The evaluation of the quality of the ordered material will be conditioned with the performance of a positive quantitative and qualitative resulted in preloading independent inspection (please refer to article 16 of this document for more precisions).

The assigned points per listed criteria will be calculated in reference to the obtained proportion from the best offers criteria’s results in comparison to the offered value per criteria multiplied by 10 to get a grading scale per criteria in between 1 to 10 points per ranking criteria.

Expressed in formulas, this is how the scorings are to be obtained in a transparent and accountable way:

Delivery delay scoring per evaluated offer:

$$DDP \text{ (delivery delay points)} = \frac{\text{Best offered delivery delay among all considered offers}}{\text{The offered delivery delay of the evaluated offer}} \times 10.$$

Pricing scoring per evaluated offer:

$$PP \text{ (pricing points)} = \frac{\text{Best offered price among all considered offers}}{\text{The offered price of the evaluated offer}} \times 10.$$

The final scoring per evaluated offer will be obtained as per application of the following formula:

$$\text{Final score} = (DDP \times 50\%) + (PP \times 50\%).$$

The highest obtained scoring per evaluated offer is supposed to win the competition!

20. Payment and supporting documents

(1) Payment of submitted invoices by WHH does not imply acceptance of Goods or Services or any related work under the Contract. Unless otherwise specified in the Contract, the following provisions will apply concerning payment and supporting documents.

(2) WHH shall generally make payment through banking channels to Contractor within 30 days upon receipt of the following documents and any other documents/reports that may be specified in the Contract, to be sent directly to Deutsche Welthungerhilfe e.V., Procurement Department, Friedrich-
(a) remaining negotiable & non-negotiable copies of the bill of lading or airwaybill;
(b) the commercial invoice with valid banking instructions;
(c) copy of the consular or legalised invoice, if required by the Contract;
(d) copy of the certificate of origin;
(e) copy of the packing list;
(f) Copy of the Certificate of Insurance, if Contractor has been requested to provide insurance.

(3) In case of installation of Goods by the Contractor the payment terms will negotiated case by case.

(4) WHH will make payment to the bank account indicated by Contractor in its invoice, providing that the bank account is in the name of Contractor and located in its country of residence. Any request for payment to a bank account other than that of Contractor or to a bank other than one located in Contractor’s country of residence must be specified and justified by Contractor at the time of making its offer.

(5) WHH may withhold payment, in whole or in part, without liability and without prejudice to any other of its rights or remedies under the Contract, should Contractor fail to provide the documents required by this Article 26 of the Welthungerhilfe Terms and Conditions for International Procurement of Goods and Services or as otherwise specified in the Contract or in the event that Contractor fails to perform or comply with its obligations under the Contract, including without limitation the warranties for the Goods set forth in Article 10 of the said terms and conditions.

21. LIABILITY, PENALTY FOR DELAY, NONCONFORMING GOODS OR SERVICES, SHORTFALLS

(1) The Contractor shall be liable according to statutory legal provisions, especially for its own negligent breach of duty and negligent breach of duty by its legal representatives or vicarious agents.

(2) Contractor recognizes that the Contract concerns delivery of Goods and/or provision of Services where “time is of the essence” and that failure to deliver the Goods and/or provide the Services by the scheduled date(s) or in accordance with the quantities and/or quality specified in the Contract may cause irreparable harm to WHH.

(3) Therefore, if the Contractor culpably defaults in remedying a defect or making a delivery - fully and timely -, WHH shall have the right to request lump-sum damages due to default for the defective resp. late delivery without further proof of damage, of 0.2 % of the net remuneration agreed for the defective resp. late delivery and/or service for each period of default of 1 working day (Monday to Saturday) but at most 5 % of the agreed net remuneration for the defective resp. late delivery and/or service. The Contractor shall, however, have the opportunity to prove to WHH that WHH has incurred no damage or materially lesser damage.

(4) The remedy in Article 18 (3) of the Welthungerhilfe terms and conditions for international procurement of goods and services is without prejudice to any other right or remedy that may be available to WHH, including cancellation, for Contractor’s non-performance or breach of any term or condition of the Contract.

22. Terms and Conditions of Contract / Purchase Order

The contract may not be awarded to candidates or tenderers which, during the procurement procedure:

(1) that are subject to a conflict of interests;
(2) that are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the contract procedure or fail to provide this information.

The granted contract/purchase order for the procurement of the stipulated goods is supposed to involve the application of the "Welthungerhilfe Terms and Conditions for International Procurement of Goods and Services." which is provided as the Annex II of this tender invitation. Unless otherwise stipulated in this document or purchase contract, the terms of this Annex II shall apply in full.

23. Offer Conditions

• The offer must be valid three (3) months minimum.
• Quotations must specify all details according to the tender text.

The suppliers not receiving written feedbacks by the set deadline for award decision may consider their submission unsuccessful.

The tenders must be submitted to Welthungerhilfe not later than 24th March 2020 at 04:00 p.m. local Sudan time. The submissions must be provided in hard copies in sealed envelopes excluded from the sender’s address with the reference “SDN 1145 BMZ – SPR No. 1057” included of another sealed envelope with sender’s address contained with the tender submission. The tender must be submitted to the following address:

Welthungerhilfe
House No. Block 12 house No,8
Amarat -new extension
Airport -Street- 25
Khartoum

In case of any questions or needed information, please contact:
Mr. Murtada Elnil (Tel. 0912535632, email: Murtada.Elnil@welthungerhilfe.de)

24. Appeals

Tenderers believing that an error or irregularity has harmed them during the award process may file a complaint at audit@welthungerhilfe.de

This tender invitation remains valid without being signed!