

# 1. INVITATION TO TENDER

##### **Ref: Distribution of black barley project**

Date of Advertisement: Aug 10, 2022.

Deadline for queries after receiving RFQ documentation: Aug 20, 2022, at 12:00.

Deadline of submission: Sep 08, 2022 at 14:00 *bid shall be valid for no less than 1 year from the date of submission.*

Delivery timeframe of each 1 ton: ( ) Days after signing Purchase Order.

About CARE International

CARE is an international humanitarian aid organization fighting global poverty, with a special focus on working with women and girls to bring lasting change to their communities. As a non-religious and non-political organization, CARE works with communities to help overcome poverty by supporting development projects and providing emergency relief.

CARE invites eligible bidders to submit sealed bids for the supply of ***Distribution of black barley project***, in compliance with specific criteria for quality, origin, delivery set forth in the technical specifications below.

The organization is soliciting sealed bids to award a Supply Contract of the ***Distribution of black barley project.***

By responding to this RFQ, the bidder agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award regardless of whether award is made in whole or part and whether award is made as a primary or secondary contract source.

Vendor will ensure that the works required by the organization are available and to be delivered according to work plan and Purchase Order agreed between CARE and Vendor.

##### **SUBJECT OF THE TENDER:**

**Tender documents should be submitted in a sealed envelope to Al Hassakeh office (Al Hamamma roundabout – Al Mofti street) no later than Sep 08, 2022 @ 14:00.**

Sealed bids must, at the very least, exclude VAT (Vat should be calculated separately) and include payment terms, delivery time, custom clearance, transportation from the Vendor Warehouse to project locations (unit cost to be provided has to be unit cost including transportation/delivery up to project **location as in Deir Ezorr, Raqqa and Al Hassakah governorates**. In addition to customs clearance, all HAO or other authorizations needed to move items within NES will be managed by Vendor directly). During COVID-19 curfew, (CARE) will support the Vendor with obtaining these authorizations whenever possible and appropriate. Any other conditions affecting the prices should be considered. Issuance of this tender does not constitute a commitment on the part of CARE, nor does it commit CARE to pay for costs incurred in the preparation and submission of a response. Furthermore, *CARE reserves the right to reject any or all tenders received and/or change the number of units required within each category.*  CARE reserves the right to waive any informality in proposals received, deemed to be in the best interest of CARE. No officer or employee of CARE shall have a financial interest, direct or indirect, in any contract with CARE.

All sealed bids should be addressed to CARE International office at Hassakeh no later than **Sep 08, 2022 at 14:00**.

**Notes:**

**Transportation and custom clearance should be part of the financial offer, it could be added separately, but should come as a full package to have a clear total cost whatever is the delivery point/situation.**

**Signing the contract does not mean that the supplier is obligated to deliver the materials. The delivery of the materials will be based on Purchase Order that will be issued later, according to according to the work plan that is shared with the supplier once each Purchase Order (PO) is signed.**

**All item descriptions are provided in the attached file - 2. Detailed Specification and Quantity (BoQs); the indicated specifications are a minimum requirement in terms of quality and quantity. Items that do not meet the minimum requirements may be excluded from evaluation.**

**All materials should be transported from Vendor warehouse to project locations as per work plan that will be shared upon signing each PO. Cost of the transportation should be included in the unit cost and no additional budget is available to cover the transportation cost.**

**Origin of products must not be from OFAC-sanctioned countries (Iran, North-Korea, Cuba, GoS-owned companies).**

**CARE reserves the right to accept or reject in part or in whole any bid submitted.**

***Bids received after Sep 08, 2022 @ 02:00 pm will not be considered in addition to any bids received by email.***

Any question regarding this tender should be submitted in writing to CARE Procurement team at [nes.tenders.2020@gmail.com](mailto:nes.tenders.2020@gmail.com) no later than Aug 20, 2022 at 12:00. CARE reserves the right not to respond to questions that undermine the competitive bidding process.

**Bid Opening:** Bids will be opened on Sep 12, 2022.

## 2. Detailed Specification and Quantity

**Bill of Quantity**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **N** | **Description** | **الوصف** | **Unit** | **QTY** | **Unit price** | **Total Price** |
| 1 | **Syrian Black barley for fodder**  1. Syrian Black barley first degree (first class), which is free of Gravel and dust and the percentage of impurity doesn’t exceed 0.5% and moisture does not exceed 12% and the proportion of Syrian white barley less than 30%. non-Syrian barley is considered impurities.  2. Non-sterile and suitable for feeding sheep and goats. | **مواصفات الشعير الاسود السوري للعلف:**  1. شعير أسود سوري المنشأ درجة أولى خالي من الاجرام و الأتربة و الحصى ولا تزيد نسبة الشوائب عن 0.5%و لا تزيد الرطوبة عن 12 %. لاتزيد نسبة الشعير الابيض السوري فيه عن 30% و الشعير غير السوري يعتبر شوائب.  2. غير معامل بالمعقمات اي صالحة لتغذية الاغنام و الماعز. | KG | 1 |  |  |

# 3. General Conditions for Tender

1. **Scope**

CARE invite bidders for **Distribution of black barley project** described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. CARE reserve the right to vary the quantity of goods specified in the Tender Documents without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

1. **Source of Financing**

CARE has received funds from various donors.

1. **Origin of Goods**

* All Goods and all related services under this contract can be from any country (except from OFAC-prohibited countries such as Iran, North Korea, Cuba or produced by GoS-owned entities) in which the Bidder intends to source, or as specified in the Technical Specifications.
* The term "origin" means the place where the goods are mined, grown or produced, and from which the services. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, we obtain a marketable product, the basic characteristics, purpose or utility are substantially different from those of components.
* The origin of supplies and services can be distinct from the nationality of the Bidder.

1. **Eligibility of Applicants**

All economic operators are eligible to submit a tender provided:

1. They are duly registered companies;
2. they have the legal capacity to enter into the procurement contract;
3. They are not bankrupt or in the process of going bankrupt;
4. They have not been convicted for an offense concerning professional conduct;
5. They have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify);
6. They are not guilty of serious misinterpretation in supplying information;
7. They are not in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission);
8. They are not declared at serious fault of implementation owing to a breach of their contractual obligations;
9. They are not on any list of sanctioned parties issued by the United States Government, United Nations and European Union.
10. **Language**

As determined by CARE, the working languages of this tender is English. Other languages will not be accepted.

1. **Qualifying and Conditions**

The Bidder shall provide, as an integral part of its bid, documents establishing that he/she is eligible and qualified to perform the contract if its bid is accepted:

1. Certificate of registration
2. Occupation license
3. Track-record and references from previous clients;
4. **Tender Basis**

* All Tender Documents must be completed in full, or the application will be disqualified.
* All bids shall meet the criteria detailed in section 4, or the application will be disqualified.
* All bids shall be made in accordance with the Tender Documents including all specifications.
* All Applicants will receive identical documents: No applicant should add, omit, or change any item, term or condition on original papers.
* If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid. However, it is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing and signed by the Representative of CARE.
* Each bid shall be valid for no less than three months from its date of submission.
* Bids shall be made in writing calculated in USD only (rounded to 2 decimals or nearest dollar), clearly stated on the appropriate forms.
* All prices must include the cost of custom clearance taxes, transportation from the vendor WH to Distribution points where the items will be received and EXCLUDING VAT.
* The Bill of Quantities must include all information requested, including origin, producer and product name.
* The applicant shall attach a detailed delivery time and propose ways and means for delivery.
* Clarifications regarding the bid must be raised in writing to CARE. The answer to any question raised in writing by any applicant will be issued to that applicant by email. Any new information will be then shared with all participant bidders.

1. **Scope of Works**

The scope of works concerns all works related to purchase, delivery, and clearance of **Distribution of black barley project** as specified in this tender.

1. **Performance Standards**

The delivery must be undertaken in accordance with all relevant rules, regulations and statutes currently in force in NES in line with the rules and regulations of the donor.

1. **Bid Delivery**

All tenders will be delivered in standard format to CARE in a sealed bid, address to the Procurement Department and submitted before the deadline as stated in Tender Documents.

The envelope will be clearly marked with the precise reference of the invitation to which it is a response, the delivery address and the name of the applicant.

Tenders delivered after the specified time will not be accepted.

Tenders can be submitted by hand to the CARE Office address mentioned above.

1. **Bid Opening**

The bids will be opened only in the presence of CARE, at the address and on the date specified in the Tender Documents.

**Bid Evaluation**

CARE will check the offers to ensure that they contain no amendment to the terms or any other (calculation) errors. To assist in the examination, evaluation and comparison of bids, CARE may, at its discretion, request clarification from the CARE technical department.

**Financial and Delivery Evaluation**

The financial and delivery evaluation is based on the cost of **Distribution of black barley project** and the lead time provided by the bidder in the submission. This evaluation will take place first, taking into consideration any reason for exclusion as mentioned within this document.

**Technical Evaluation**

This evaluation will also focus on the technical specifications and quality of the proposed items. For this purpose, certificates may be requested before the order confirmation.

1. **Selection of Tender**

Selection of the successful applicant will be based on the ranking of companies according to financial and technical criteria, as well as any other criteria suggested by the procurement Committee. Based on this CARE will then make a decision and award the Contract.

1. **BID AWARD**

Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for CARE. CARE reserves the right to be the sole judge as to whether items bid will serve the purpose intended. CARE reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of CARE. CARE reserves the right to award based upon individual line items, sections or total bid.

1. **BEST VALUE**

In determining best value, CARE may consider: 1) purchase price; 2) reputation of the bidder and of the bidder’s goods or services; 3) quality of the bidder’s goods or services; 4) extent to which the goods or services meet CARE’s needs; 5) bidder’s past relationship with CARE; 6) impact on the ability of CARE to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to CARE to acquire the bidder’s goods or services; and 8) any relevant criteria specifically listed in this document.

1. **BEST VALUE EVALUATION CRITERIA AND FACTORS –**

Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:

* 40% PRICE INCLUDING CONSIDERATION OF ANY MINIMUM QUANTITIES PER DELIVERY
* 60% QUALITY OF ITEMS AGAINST CARE MINIMUM REQUIREMENTS

1. **Acceptance of Successful Tender**

Taking into consideration the recommendation of the Procurement Committee, CARE will make the final choice of the awarded company. CARE will then send a letter of acceptance to the successful applicant. After all verifications, the company will then be asked to sign the Contract. Any amendment to the awarded tender will be documented as an “Annex” to the Contract and will be determined by CARE.

1. **Notes**

* Vendors may be asked by CARE to submit additional information during the quotation evaluation.
* CARE has the right to reject all offers.
* CARE has the right to negotiate the offers received.
* CARE has the right to increase the quantities requested in the offer in 180 calendar days from the date of signing the Contract, without changing in the offered price.

1. **Schedule of delivery and storage**

## All required items and quantities specified in Section 2 – Detailed Specification and Quantity should be ready for delivery to final destination based on the delivery schedule provided by CARE. CARE anticipates that the first delivery time frame is one week after the official awarding.

## STORAGE – Bidder agrees to provide storage of ordered materials, if requested, not to exceed 30 calendar days.

* If the Vendor continuously fails to meet the delivery deadlines that will be stipulated in the Contract b

# 4. Special Conditions for Tender

**SPECIFIC TERMS OF PAYMENT / Cost of Distribution of black barley project**

The Vendor agrees to submit a final and total fixed price for all items mentioned in the attached BoQ, depending on quantities required, regardless to the evolution of market prices in the weeks and months following the signing of the Contract up to 1 year after the Contract signature. This means that the Vendor expressly agrees to buy the total (minimum specified) quantity of items, after the signing of the Contract to secure the proposed price in the offer. This also means that the Vendor agrees to store the total amount of Items, and cover all costs associated with storage, in order to deliver the quantities required by CARE as demanded, or in connection with the delivery schedule.

1. CARE will not be held responsible in any way for any increased costs to purchase items and accessories corresponding to this tender after the signing of the Contract, in case the Vendor has failed to secure the entire quantity. Any increase in costs that would be associated with this situation will be fully and entirely the responsibility of the Vendor and therefore is not covered by CARE, but by the Vendor.
2. The company also agrees to provide a certificate of origin for each item s/he has bought and will deliver if requested by CARE. In addition, CARE reserves the right to contract an independent agency for external control and to perform additional quality control during delivery**. If it appears that the quality and technical specifications do not conform to the contract, part of or all items may be rejected. The Vendor will be fully responsible to replace the related quantity in question in the shortest possible time and at its own expense.**
3. CARE has no obligation, under any circumstances, to receive or pay for items that do not meet the minimum quality standards as required by CARE and the Donor(s).

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**For and on behalf of the company For and on behalf of CARE**

**5. Declaration of Eligibility**

Name of Company:

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I, the undersigned *(Name and address of representative)*

Representative of

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*(Name and address of company)*

Declare that the following conditions are applicable to us;

* We are registered companies.
* We are not bankrupt or in the process of going bankrupt.
* We have not been convicted for an offense concerning professional conduct.
* We have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).
* We have fulfilled obligations related to payment of social security and taxes.
* We are not guilty of serious misinterpretation in supplying information.
* We are not in situation of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission).
* We were not declared as serious fault of implementation owing to a breach of their contractual obligations.
* We do not employ personnel below the legal working age.
* We provide basic social rights and fair working conditions to our employees.
* We are not on any list of sanctioned parties issued by the United States Government, United Nations and European Union.

In the presence of Declared

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*(Signature) (Signature)*