

Date:

Invitation to Tender

Project: Integrated Food Security Programme Trincomalee (IFSP)

Supply and delivery of: Food items for IFSP food basket for food-for-work projects (FFW) and food-for-assets projects (FFA) in the DS Divisions of Muthur, Eachchilampattai, Seruvila, Gomarankadawela, Morawewa, Padavisiripura, Kuchchaveli, Thampalakamam, Kantale

Tender No.: IFSP-01/2002

To: Name and Address of potential / interested Supplier (**Bidder**)

The Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) is implementing development cooperation activities and village projects for the Integrated Food Security Programme Trincomalee (IFSP), on behalf of the Government of the Federal Republic of Germany.

The IFSP-GTZ office in Trincomalee, 42 Huskison Street, Trincomalee ("the **Buyer**") invites potential suppliers ("the **Bidder**") to submit, free of charge, and without obligation on part of IFSP-GTZ a bid on the basis of the terms and conditions described below. Non-conformity with any of the conditions mentioned could lead to the exclusion of the bid. IFSP-GTZ has the right to accept or reject any or all bids.

Bids should be submitted for any or all lots, provided the bid for each lot includes the requested quantity. Partial or incomplete bids may be considered non-responsive. **Bidders** may offer discounts for one lot or a combination of lots. Bid evaluations and contract awards will be made on individual lot basis and/or combination of lots basis, whichever is economically most advantageous to the **Buyer**.

1. Tender Closing Date:

The closing date for submission of bids is:

2. Bidding Address:

The bids shall be submitted in a **sealed envelope** to:
Integrated Food Security Programme Trincomalee (IFSP)
Attn. Team Leader IFSP-GTZ
42 Huskison Street, Trincomalee

3. Bid Validity:

The prices must be valid for a period of months, that is up to 2002.

4. Bid Bond:

Together with the bid a bid security at the amount of five per cent (5%) of the total bid price offered is to be submitted by the **Bidder**. The bid security must be issued by a reputable bank acceptable for the **Buyer** according to the specimen attached.

5. Performance Bond:

After notification by the Buyer and before concluding the contract the successful Bidder (the to be called "the Supplier", in stead Bidder) shall furnish to the Buyer a performance

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guarantee of ten per cent (10%) of the contract price issued by a reputable bank acceptable to the Buyer according to the specimen attached.

6. Additional Requirements:

The **Bidder** shall submit along with the bid the following information and documents:

- a. Confirmation of available stocks: 30% of the quantity of the goods inquired (see Specification of the Goods)
- b. Reference list of supplies made for any of the goods inquired over the last three years
- c. Description of the company and trade license
- d. Facilities in place, number of employees and years in business
- e. Turnover for the last three years
- f. Total delivery capacity for any of the goods offered (monthly or quarterly indicators)

7. Language:

The language of the bid shall be English. Bids in either Tamil or Sinhala are accepted, subject to compliance with the terms and conditions of the tender .

8. Bid Opening:

Bids will be opened in the presence of the bidders or their legal representatives on ... at the office of the Integrated Food Security Programme Trincomalee (IFSP), 42 Huskison Street, Trincomalee. The opening of the bids does not include the award of the tender. IFSP-GTZ reserves the right to decide on the award notwithstanding and bid.

9. Specification of the Goods:

Lot No.	Commodity/Item	Quantity in metric tons, kg or piece/cake, up to
1	Rice (local produce)	
2	Dhal (local produce/imported)	
3	Green Gram (local produce/imported)	
4	Sugar (local produce/imported)	
5	Soap (local produce)	

The technical specification is given in the annexes to this tender format for rice, Dhal, Green Gram and sugar and the requirements are as follows:

- a. General requirements: All items must be of recent make/production, not exceeding 6 month production date and life span/expiry date is to be given
- b. Quality criteria: All items must be of standard quality
- c. Marking: Bags, cartons etc. have to clearly make the item
- d. Packing: All items must be packed in either new woven polyethylene bags suitable for the respective item or in cartons and have to be sealed or stitched

10. Terms of Delivery and Place of Delivery:

The goods shall be delivered in full (according to Incoterms) **DDU unloaded** to the destinations as to be specified by the **Buyer** in Trincomalee district.

11. Delivery Time:

The **Supplier** has to make partial shipments to the destinations as to be specified by the **Buyer** in Trincomalee district over a period of ... months on call of the **Buyer**. The quantities of the partial shipments will be announced by the buyer one week in advance of the required delivery time.

12. Delays in Delivery:

In case of delay in delivery of the goods, wholly or in part, by more than seven days the **Buyer** may refuse the acceptance of delivery wholly or in part and terminate the contract. Without prejudice to his rights previously mentioned, the **Buyer** has the right to demand liquidated damages at the rate of 1% of the value of the goods overdue for every week commenced; this claim however shall not exceed 10%. This right continues to exist even if no provision was made to this effect on the date of handing over the delivery. Any claims for damages due to delay in delivery, exceeding those stipulated under this clause shall not be affected hereby.

13. Quality and Quantity Inspection:

There will be a quantity and quality control of all commodities, including packing and marking prior to shipment ex the **Supplier's** warehouse and at unloading the goods at the final destinations. This quantity and quality control will be either performed by a recognised inspection company nominated and paid for by the **Buyer** or its authorised representative.

The **Supplier** must inform the **Buyer** or its authorised representative in good time - at least five days in advance - as to when the inspection can be performed. The **Supplier** must ensure that the **Buyer** or its authorised representative is afforded any assistance he requires in order to perform his work. The inspection shall not in any way prejudice any subsequent warranty claims lodged by the **Buyer**.

The goods shall not be (part)shipped unless a satisfactory inspection and quality assurance report is provided to the **Supplier**.

The **Buyer** or its authorised representative has the right to reject the goods, wholly or in part, which fail to conform to any or all of the specification criteria, including marking and packing when loading and when unloading at the final destinations. The **Buyer's** right to inspect, test and, where necessary, reject the goods after the goods' arrival at the final destination(s) will in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by an inspection firm during pre-shipment inspection. The **Buyer** has the right to demand to replace the rejected goods free of charge.

Any defects must be remedied by the **Supplier** immediately at no extra cost.

14. Prices:

Prices shall be fixed and free of VAT. The prices shall include the costs for goods, packing, marking, transport and insurance and all other local costs incidental to deliver the goods to the final destinations. Prices have to be stated for each individual commodity and per final destination requested. Prices shall be quoted in Sri Lankan Rupees.

15. Payment:

Payment will be made after completion of delivery, subject to appropriate deduction for incomplete and delayed deliveries, upon presentation of:

- a. a commercial invoice (specifying quantities, unit and total price etc.)
- b. an acceptance certificate issued by the Buyer's authorised representative
- c. quality and quantity inspection certificate
- d. phytosanitary certificate
- e. fumigation certificate
- f. certificate of origin

Payment will be made by bank transfer to the **Supplier's** bank account.

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16. **Default:**

The **Buyer**, without prejudice to any other remedy for breach of contract, by written notice of default sent to the **Supplier**, may terminate this contract in whole or in part:

- a. If the **Supplier** fails to deliver any or all goods within the period specified in the contract, or within any extension granted by the Buyer.
- b. If the **Supplier** fails to perform any other obligation(s) under this contract.
- c. If the **Supplier**, in the judgement of the **Buyer** has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In any of the events above, the **Buyer** may procure upon terms as it deems appropriate, goods similar those undelivered, and the **Supplier** shall be liable to the **Buyer** for any excess cost for such similar goods.

The proceeds of the performance security shall be payable on first demand to the **Buyer** as compensation for any loss resulting from the **Supplier's** failure to complete its obligations under the contract.

Yours sincerely,

Team Leader IFSP-GTZ

Enclosures:

- a. Technical specification for food items
- b. Specimen of Bid Bond
- c. Performance Bond