



# INVITATION TO TENDER

## Framework Agreement for the Provision of Food kits

### Our Reference

**CTM-id Ref. EU-Supply RFT ID #403907 - SPR136-1004-OPT - Procurement of RTE Food kits in OPT**

Dear Sir/Madam,

Welthungerhilfe (WHH) 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.

Donations from the population at large fund our work in Africa, Asia, and Latin America. In addition, Welthungerhilfe receives grants from the Federal German Government, the European Union, the United Nations and many others worldwide recognized donors.

WHH is currently in the market for **The Provision of food kit with the purpose of establishing an agreement for 1900 RTE.**

### Important Dates:

1. Deadline for submission: 31/10/2025

### 1. Tender overview

This is an open invitation to tender for the above-mentioned supply framework agreement with Welthungerhilfe (WHH). The following documents constitute the tender dossier:

#### Annexes:

0. Tender invitation (this document)
1. WHH Code of Conduct
2. WHH Terms and Conditions for International Procurement of Goods and Services
3. WHH Supplier Declaration
4. Technical specification
5. Financial proposal
6. Technical assessment matrix

### 2. General remarks and special condition

**All offers must meet the terms and conditions specified in the tender document. The quality and quantity must be in line with the specifications stated in this tender:**

- WHH holds the right to make slight change to the technical specifications (but only for more efficient quality) and quantities provided.
- The offered commodities must be according to our specification, sound, fair and in merchantable quality.



- Preferably, all the required commodities/goods must be ex-stock available (according to Minimum quantity for 1 order in Annex 4).
- Fast delivery of required commodities/goods is expected (according to Minimum quantity for 1 order in Annex 4).
- Part shipments are allowed and will be negotiated on the stage of contract concluding.
- The stock/kitting location and the origin of commodities/goods must be included in the offer.
- Offered price should be inclusive of all taxes, duties, clearance, and other cost in accordance with the law of Palestine.
- Delivery for all items will be DDP Incoterms 2020 is mandatory. Delivery cost may be charged in case of other destinations, but the supplier who offers DDP 2020 to all destinations will be given the priority.
- The delivery location(s) are yet to be determined but will only be located in the West Bank.
  - Kitting and Cost of transportation (freight charges) to Palestine (mentioned address) must be included in the offer. Price once quoted cannot be changed for the period specified in the tender document and is guaranteed by the bidder. In case that bidder will charge transport for other destinations, the price must be given for 1Km/1.000Kg. During the contract calculation cost will be done on the prorated of the command.
- WHH seeks to obtain the unit cost of a kit, on the basis of needs defined by funded projects.

#### RTE Food kit consists of :

| Ready to Eat food parcels |                  |                |                                                                                                                                       |
|---------------------------|------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------|
| List of Items             | Packaging unit   | Total quantity | Comments                                                                                                                              |
| Wheat flour               | Bag of 15Kg      | 1 bag          | All products must be Halal with certificates.<br>All available quality and safety products certificates for all products are required |
| Canned Beans              | Can of 380g      | 16 cans        |                                                                                                                                       |
| Canned Chickpeas          | Can of 380g      | 16 cans        |                                                                                                                                       |
| Canned Lentils            | Can of 380g      | 16 cans        |                                                                                                                                       |
| Canned Carrots            | Can of 380g      | 9 cans         |                                                                                                                                       |
| Canned Peas               | Can of 380g      | 9 cans         |                                                                                                                                       |
| Canned Corn               | Can of 380g      | 9 cans         |                                                                                                                                       |
| Canned Green Beans        | Can of 380g      | 9 cans         |                                                                                                                                       |
| Canned Tuna in oil        | Can of 180g      | 7 cans         |                                                                                                                                       |
| Canned Corned beef        | Can of 180g      | 7 cans         |                                                                                                                                       |
| Olive Oil                 | Bottle of 1L     | 3 bottles      |                                                                                                                                       |
| Tahini                    | Container of 1Kg | 1 container    |                                                                                                                                       |
| Dates                     | Bag of 1Kg       | 3 bags         |                                                                                                                                       |
| Dried Thyme               | Bag of 500g      | 2 bags         |                                                                                                                                       |
| Iodized salt              | Bag of 500g      | 1 bag          |                                                                                                                                       |

- The selected supplier (s) will be responsible for the cost and risk for loss and or damages while transporting the items to the exact required location.
- The selected supplier (s) will be responsible for the cost and risk for loss and damages while loading.
- The tenderer shall bear all costs associated with the preparation and submission of the Tender, and WHH will in no case be responsible or liable for such costs.
- **Locally sourced products will be greatly appreciated**
- Expiry date is mandatory to be at least 1 year for each product. If the product's overall shelf life is less than 1 year, the remaining shelf life at the time of delivery must be at least 80% of the shelf life established by the manufacturer.

### 3. Packaging and expiration

- Kits according to Annex 4. Technical specification must be compartmentalized in cartons or plastic bucket, commodity mentioned in Lot 1, 2 must be packed in a box as individual kit. Box must be strong enough to be stacked in a pallet.



- Each kit box must be labelled in English and Arabic with the organization logo (outer box only). Logo will be provided before the first order placed.
- The packaging should avoid transport damages and protect goods from bad weather conditions.
- Costs of picking and packaging must be included in the unit price of each item. Expiration date should be specified on the packaging of each item of the kit and on the Kit Box.
- Expiration date must be at least 1 year for each product. If the product's overall shelf life is less than 1 year, the remaining shelf life at the time of delivery must be at least 80% of the shelf life established by the manufacturer.

#### **4. Participation**

- The tendering is open to legal persons (participating either individually or in a grouping (consortium) of tenderers) which are established in Palestine. Tendering is also open to international organizations having a legal Palestine representative and are legally established in Palestine.
- Bidders must submit a bid for **all items in a Kit**. WHH aims to find a single source supplier to award a framework agreement, however HWW reserves the right to split the supply (according to a Kit) of products (according to requested across multiple Suppliers to receive the most competitive pricing, compliance with specifications and delivery terms.

#### **5. Requirements for submitting proposals:**

The tenderers are obliged to provide the documents for the administrative evaluation. Each document must be duly completed, stamped and signed on each page:

Annex 1. WHH Supplier Declaration **(To be signed)**

Annex 2. WHH Terms and Conditions for International Procurement of Goods and Services **(To be signed)**

Annex 3. WHH Code of Conduct **(To be signed)**

Annex 4. Technical specification **(To be completed)**

Annex 5. Financial proposal **(To be completed)**

Annex 6. Technical assessment Matrix **(As information)**

#### **Constituent documents of the supplier:**

- Charter or other constituent document (copy of the latest version of the charter certified by the supplier).
- A legal entity or individual entrepreneur (IE) must be registered.

#### **Qualification documents:**

- Registration documents, balance sheet and profit and loss account for the last 3 years, documents confirming the status of a taxpayer (copy of the VAT payer certificate, copy of the extract from the register of VAT payers, copy of the individual taxpayer certificate, copy of the extract from the register of individual taxpayers).
- Certificate of a single tax payer (if applicable) or an extract from the register of single tax payers.
- Powers of the head/director of the legal entity: order of appointment, decision (protocol) on the appointment of the head of the legal entity (in some cases, power of attorney), scanned copy of the passport and tax identification number of the head OR
- Powers of a representative: a power of attorney issued by a legal entity, a resolution (protocol) and an order appointing a director (responsible person who issued the power of attorney).
- Certificate of opening a current account with the bank.

#### **Work experience and financial capacity:**

The tenderer must have a sales volume of products similar to those required in the present tender, sold in the last three years prior to the date of the opening of tenders, in the total amount of two times the amount of the tender to be submitted by the supplier in the present tender. The tenderer shall provide evidence of its capacity (copies of contracts, agreements, orders, invoices, etc. certified by the tenderer).



A certificate on the absence of arrears of payments, the control over the collection of which is entrusted to the controlling authorities, in accordance with the approved form, issued by the authorised body not earlier than the date of publication of the tender announcement (with the validity period specified in the certificate).

#### Certificates and/or licences:

A scan copy of documents confirming quality characteristics and information of origin of the goods – certificates or sanitary-epidemiological conclusions from the State Service of Palestine for Food Safety and Consumer Protection confirming that the products comply with sanitary and hygienic standards.

- Permit from the State Service of Palestine for Food Safety and Consumer Protection :- Food products must have quality certificates confirming their compliance with state standards and regulations.

- Implementation of the HACCP system is mandatory for businesses engaged in the production and sale of food products to ensure quality control at all stages of production.

#### Other permits and certificates:

Depending on the specifics of the product, other permits may be required, such as environmental certificates, import permits (for imported products), and others.

In addition, the supplier must comply with product labelling rules, ensure proper storage and transportation of food products, and undergo regular inspections by regulatory authorities.

**Recommendations: Previous cooperation with INGO and NGO is appreciated if proved by relevant document.**

### **6. Offer Conditions**

- Quoted prices are preferably valid for 1 year (but not less than 3 months) from the date of submission and cannot be changed during the contractual period and is guaranteed by the supplier. The prices can be fixed in EUR or USD.
- Quotations must specify all details according to the tender requirements.

Quotations must be uploaded online through the following web tendering portal not later than the has as set through the EU-Supply portal that is accessible through the following link:

<https://eu.eu-supply.com/ctm/supplier/publictenders>

**The related EU-Supply RFT ID Reference of this tender invitation is RFT 403907 - SPR136-1004-OPT - Procurement of RTE Food kits in OPT**

Might you be a new applicant, to be able to use the EU supply web portal and to submit your application through it, you will have to register as a new supplier through the following web thread:

<https://eu.eusupply.com/ctm/Company/CompanyRegistration/RegisterCompany>.

In general, all the inquiries about the concerned competition can be submitted through the EU Supply platform directly.

### **7. The language of bid**

The tender, all correspondence, and documents related to the tender exchanged by the bidder and the Contracting Authority must be written in the language of the procedure, which is English.

### **8. Samples**

As part of this tender process, please be advised that WHH will request samples from shortlisted suppliers and will conduct an independent quality and quantity inspection to be undertaken by WHH representative or a third party for the provision of samples which is required for this competition.

Samples are delivered to WHH at the expense of the supplier.



After award of the contract, samples provided by unsuccessful bidders may be returned to them at their own expense and pick-up arrangement.

If the samples are not retrieved by supplier within a period of one week after reception, they are going to be donated to the parties who are in need.

## 9 Evaluation of bids

WHH will prioritize the bids as follows:

**Suppliers not providing the complete above-mentioned listed documents stamped and signed in the article “5. Requirements for submitting proposals” as requested will be automatically excluded from this competition.**

WHH shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria:

**Financial proposal** (criteria weight: 50%). Evaluation result of this criterion equals to following formula: (Price A/Price B) \* criteria weight. Price A = lowest price from all offers; Price B = price offered by the tenderer.

**Technical specification** (criteria weight: 50%) - this criterion will be evaluated on the scale from 0 to 5 (5 is the highest quality, 0 – worst quality). The total score will be divided by the maximum possible number of points and multiplied by the weight of the criterion.

**Score 5** – excellent quality with no weaknesses in standard shown and matches or exceeds the minimum requirement, **(Meeting 90% and more of the requirements for each product).**

**Score 4** – a good standard quality, meets the minimum requirements, **(Meeting 75-89% of the requirements for each product).**

**Score 3** – a satisfactory quality which demonstrates reasonable level of standard but does not meet the minimum requirements in some areas, **(Meeting 50%-74% of the requirements for each product).**

**Score 2** – a quality where gaps exist - lacks good level of standard and there is a significant risk that the good will be rejected and will not serve well, **(Meeting 25%-49% of the requirements for each product).**

**Score 1** – a quality where serious gaps exist, lacks in meeting the minimum requirements, **(Meeting 10%-24% of the requirements for each product).**

**Score 0** – failing quality, **(Meeting less than 10% of the requirements).**

For each bid, points from all evaluation criteria will be added up and the winning bid will be the bid with the highest number of points. In case of equal number of points, the winning bid will be the one with the lowest price.

**Delivery time among all considered offers:** assessment is done between Score 0 (given to the longest delivery terms) and Score 5 (given to the quickest delivery) - according to Minimum quantity for 1 order in Annex 4.

**Delivery cost** assessment is done between Score 0 (fail to provide DDP 2020 to any required destination) and Score 5 (offered DDP 2020 to any required destination).

The final score will be equal to the sum of the percentage scored according to the Financial Proposal and the Technical Specification.

The highest obtained scoring per evaluated offer is supposed to obtain the contract

Before award the quality will be evaluated by requesting a sample from the potential suppliers for quality checks by the technical team.



#### **10 Delivery schedule**

The delivery of the mentioned goods is expected in a timely manner as purchase order during the agreed timeframe of the framework agreement.

If the delivery time depends on the order volume in case of exceeding the Minimum Quantity for 1 order specified in Annex 4, please specify this in the Technical or Financial Proposals.

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

#### **11 Payment**

WHH shall generally make 100% payment through bank transfer to Suppliers within 30 calendar days after acceptance of goods.

If an advance payment is required, please indicate the percentage of it in the Financial Proposal.

Preference will be given to suppliers with post-payment options.

WHH will make payments to the bank account specified by the Supplier in the invoice, provided that the bank account is opened in the name of the Supplier and is in the country of its residence.

Any request for payment to a bank account other than the Supplier's bank account in a bank other than the one in the Supplier's country of residence shall be indicated and justified by the Supplier at the time of submission of its proposal.

#### **12 Contradiction or errors in the bid documents**

If the bidder notices contradictions or errors 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**.

WHH hereby agrees to clarify all queries to all interested bidders upon request in email/ messaging form through the EU-Supply portal.

#### **13. Alteration or withdrawal of bids**

Bidders may alter or withdraw their tenders by written notification through the EU-supply portal prior to 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 is to be confirmed through the EU-Supply in email/messaging form.



#### **14. Acceptance, rejection, and liability.**

The supplier shall provide and maintain an inspection, quality, and process control system acceptable to WHH covering the Goods under the Framework Agreement. The consignment will be inspected on quality and quantity by WHH employees at the delivery point.

The costs of repackaging, replacement of defective Goods and/or Goods not meeting the required specifications will be reimbursed. WHH may reject any Goods supplied under the Framework Agreement that do not meet the requirements of the Framework Agreement. Replacement or refund of the Goods shall be made as soon as possible.

The Supplier 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.

Supplier recognizes that the Framework Agreement 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 Framework Agreement may cause irreparable harm to WHH.

#### **15. Terms and Conditions of Framework Agreement**

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

- are subject to a conflict of interests;
- 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 supply this information.

The granted Framework Agreement 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 2 of this tender invitation. Unless otherwise stipulated in this document or purchase contract, the terms of this Annex 2 shall apply in full.

#### **16. 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 lists on a regular basis. By submitting an offer, suppliers and service providers agree to this.

#### **17. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint at [audit@welthungerhilfe.de](mailto:audit@welthungerhilfe.de)

Signed by:

*Juliette Ginestedt*

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Head of Programme



Juliette Ginestet