

# **Programme Régional "Sahel Resilience Strengthening (SARES)"**

## **PUBLIC CALL FOR TENDER FILE**

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**" Motor Pump Groups "**

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**PN : 2023.1802.0-004**

***PROSOFT # 91187048***



## 1. Notice of Public Call for Tenders

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is launching a public call for tenders for **the purchase of motor pump sets for irrigation in the village irrigation areas (VIAs) of Konna (Mopti Region)**.

The complete Call for Tenders Document can be downloaded directly from the website Malipages from March 26 to April 7, 2025 below:

<https://www.pageshumanitaires.com/appel-d-offres>

## 2. Purpose of the contract

This contract concerns the supply of two (02) Motor Pump Groups

Motor pump groups		
Quantity	Description	Distribution
02	<p><b>Motor pump groups for irrigation in the village irrigation areas (PIV) of Konna</b></p> <p><b>Specification:</b></p> <p>"Model 3M41 166A, EU-Type, Diesel</p> <p>Power 25.0 kw; S/N: 1061423017166. BULD: 11/2023; DISPL: 2.574L;</p> <p>Emission control system; Power: 25.0 1500 RPM; Powerful and robust</p> <p>Power category"</p> <p>Diesel 3 cylindres</p>	Village of Konna
1	Transport/handling including installation and testing on site	We were

## 3. Delivery time

The delivery time is **30 days** maximum after receipt of the purchase order.

## 4. Delivery locations:

The supplier will be responsible for delivering the motor pump units within the perimeter irrigated from Konna.

## 5. Payment

No advance will be granted, payment will be made 30 days maximum after delivery.

## 6. Transport

The supplier has full responsibility for transporting the items throughout their entire journey to the recipient's location. The supplier must therefore make all necessary arrangements to ensure effective delivery to the agreed location.

## 7. Contents of the tender file

The tender file must be in sealed envelopes in a large envelope and must contain the following documents:

- 7.1 The administrative file including the following documents:**
- General information of the supplier (see model appendix 1)
  - **A certified copy of the commercial register (mandatory) ;**
  - **Certified copy of the Tax Identification Number (NIF) card (OBLIGATORY) ;**

- A certified copy of the tax clearance certificate valid upon submission of the file **(mandatory)**
- Certificate of non-bankruptcy issued by the commercial court dated more than one month **(mandatory)** ;

#### **7.2 Commercial Capacities:**

- Proof of three (3) similar orders (purchase of agricultural equipment) with a value per order at least equal to **(30,000,0000 FCFA)** executed in the last three years (copy of purchase orders and delivery slip) **(mandatory)** ;
- A certificate of good relationship provided by a bank regularly established in Mali and dating back no more than three (03) months **(Mandatory)**

#### **Important :**

**The above-mentioned documents are required in full for the assessment of administrative documents. In the event of non-provision or non-compliance of any of the documents, GIZ reserves the right to reject the application in question.**

#### **7.3 The financial offer must contain the following elements:**

- The price offer to be presented excluding tax, the service provider, if he wishes, can show the amount excluding tax, VAT and the amount including tax.

#### **Important**

***In the absence of any other information specifying whether the amount is inclusive of tax or exclusive of tax, the amount of the financial offer will be assumed to be exclusive of tax during the evaluation of offers.***

#### **8. Submission of offers**

The file must consist of the following documents placed in an envelope as such:

- a- Administrative documents and the technical file in** (2 copies one original and a copy)
- b- Financial offers** must include the schedule of unit prices, quantities, and the amounts.

Thus these two (2) envelopes a and b must be placed in the same large envelope to be deposited in a sealed envelope no later than **April 9, 2025 at 4:00 p.m.**

at the Secretariat of the GIZ office located at Rue 22, Porte 202, Badalabougou Est in Bamako.

The envelope must imperatively bear the following mention:  
**« PROSOFT # 91187048 – PURCHASE OF MOTOR PUMPS »**

Any offer received after the submission deadline mentioned above will be rejected and will not be evaluated.

#### **9. Validity of offers** Your

offer must be valid for 3 months after the opening of the bids.

#### **10. Opening of offers**

The opening of bids will take place no later than **April 10, 2025** at the GIZ office in accordance with GIZ procedures.

#### **11. Evaluation of offers**

- The evaluation of the offers will be carried out on the basis of the completeness of the requested administrative documents, verification of compliance with the required technical specifications (to the field visit for the most economical offer) and the amount proposed.
- When opening the bids: all files containing **at least one missing mandatory document** will be considered non-compliant due to lack of administrative regularity and will not be evaluated;
- The supplier who meets the required administrative conditions and has the most economical financial offer will be invited first to verify the technical specifications of the proposed sample.
- The provisional successful supplier must present a sample of the seeds proposed in its bid during the visit.
- If the visit is not conclusive, we move on to the next supplier for the visit and so on.

The evaluation of the offers as well as the field visit will be finalized no later than **22 April 2025**.

**The contract must be awarded no later than April 30, 2025.**

**If you do not receive written notification of contract award within two weeks of this date, your bid has not been accepted. You will not receive a separate notice.**

#### **12. Contract award criteria**

- Submission of a complete offer file (see details Point 6)
- Compliance with the specifications of the requested items (see details Point 2)
- Most economical financial offer in accordance with specifications.
- The shortest possible delivery time.
- The allocation may be made by lot depending on the financial offer.

#### **13. Procurement contract**

The GIZ General Purchasing Conditions in the appendix will form an integral part of and govern the procurement contract.

## 14. Additional information

Questions can only be asked by email to the following address: **achatsmali@giz.de** until April 7, 2025 at 10 a.m. at the latest **and will be** answered no later than **April 8, 2025 at 12 p.m.**

To receive answers to any questions that may be asked, candidates must, after downloading the Call for Tenders Document (DAO), express their interest in writing also via the email address:

**purchasesmali@giz.de** with the subject: **manifestation\_prosoft\_91187048.**

Please note that without this message, the applicant will not receive any possible clarification from GIZ regarding the file.

## Annex 1

### 1. General information about the Bidder

1	Supplier Name	
2	Company name	
3	Name and function of the Manager	
4	Business address	
6	Phone	
7	Email – website (if applicable)	
8	Commercial Register – Identification Number Tax	
9	Tax identification number	
10	Main activities of the company	<i>(To describe)</i>
11	Supplier's bank reference	<i>Account name: .....</i> <i>Bank name: .....</i> <i>Bank account number.....</i> <i>RIB key: .....</i>

## Annex 2

### Annexe Form 31-7-fr

#### Documentation technique

The seller shall enclose with the goods all necessary technical documentation such as operating instructions, instruction manual, connection diagram, internal circuit plan, in the language in use at the place of destination.

Documents must be wrapped in waterproof paper.

#### Billing documents

Commercial invoices and delivery notices sent to the GIZ must include all required details. The markings and numbers, dimensions and weight of the packaging units must be indicated. Invoices must be submitted in duplicate.

#### Inspection

The Buyer reserves the right to have all goods inspected at any time by a duly authorized representative. The Seller shall remedy any defect immediately and at no additional cost. The carrying out of an inspection shall not prejudice the performance of other provisions of this contract relating to the obligations undertaken by the Seller, such as warranty or specifications.

#### Packaging

The dimensions and weights of the packaging units must comply with the conditions prevailing at the place of destination so that even in the event of transshipment, the units can be handled safely by the carriers. Unless otherwise instructed, goods to be shipped by sea must be packed in crates and not in cartons. The crates must have a waterproof covering. Equipment and apparatus

and valuable machinery should be wrapped in polyethylene, lined with silica gel and placed in waterproof packaging. In view of the high transport costs, lightweight packaging materials should be used for

air freight. However, the packaging must be sufficiently strong, robust, and waterproof to protect the contents from deterioration. The seller will be solely responsible for any deterioration due to improper or defective packaging.

#### Guarantee

The Seller shall warrant that, upon delivery, the Goods supplied under the Contract shall be free from defects in material or workmanship, suitable for the climatic conditions at the place of destination and shall comply with the requirements of the Contract, notwithstanding that an inspector has inspected and/or accepted the Goods.

This guarantee will be valid until the expiry of one year from the date of arrival at the destination.

Notification of such defects or non-conformity will be made by GIZ to the seller within one year from the arrival of the defective or non-compliant item.

At the request of GIZ, within a reasonable time from such notification, the seller shall redeliver, with all diligence and at its own expense, the defective or non-conforming item.

This warranty on renewed or replaced goods will start running again for one year from

from the date of arrival. If GIZ does not request replacement of the defective or non-conforming goods or a new delivery, the seller, at the request of GIZ, within a reasonable time from notification of the defect or non-conformity, will refund the corresponding portion of the price.

No change in quantity of any item required by the Seller will be accepted unless such change has been caused by the conditions of change, shipping or packaging, and then only to the extent otherwise specified in the Contract.

#### Delivery delays

In the event of a delay in the delivery of goods, whether in whole or in part, of more than 14 days, the buyer may refuse to accept the delivery in whole or in part, and

terminate the contract.

Without prejudice to its aforementioned rights, the buyer shall have the right to demand a fixed compensation of 1% of the value of the goods late for each week started, this compensation not being able to exceed 10%. This right shall remain in force even in the absence of any stipulation

made for this purpose on the delivery date. This will not affect any compensation greater than that stipulated in this clause to which the buyer may be entitled due to delays in delivery.

#### Failure

In the event of any default by the Seller, including, but not limited to, failure or refusal to make deliveries within the specified time, the Buyer may procure the Goods or Services from other sources and hold the Seller liable for any additional costs thereby incurred.

In addition, the Buyer may terminate by written notice the Seller's right to continue deliveries or the part(s) of deliveries which has/have been affected by the default.

#### Force majeure

If, due to a case of force majeure, the seller is unable to fulfill the obligations incumbent upon him

under this contract, it will inform the buyer within 15 days of the occurrence of the force majeure event. Force majeure shall be understood to mean the existence of circumstances beyond the control of the parties, occurring after the conclusion of the contract and preventing

to its normal execution.

#### Cession

The seller may not assign all or part of its performance obligations under this contract without the prior written consent of the buyer.

#### INCOTERMS

The stipulated delivery conditions (FOB, CIF, etc.) will be interpreted in accordance with the international rules for the interpretation of commercial conditions (Incoterms) of the International Chamber of Commerce, Paris (version in force at the time of conclusion of the contract).

#### Order confirmation

The Seller will confirm this Order by signing the attached copy. The contract will only come into effect when the copy of this Order, bearing the Seller's duly authorized signature, has been received by the Buyer.

#### Amendments

Amendments and supplements to this order are only valid if made in writing. Oral amendments are null and void.

#### Partial nullity

The invalidity of one or more of the provisions of this contract shall not affect the validity of the other provisions. In the event that certain provisions are invalid, they shall be deemed to be replaced by the provisions most appropriate to the economic objective pursued by the contracting parties.

#### Disputes - arbitration

Any dispute arising from this contract shall be settled in the last instance by application of the Rules of Conciliation and Arbitration of the International Chamber of Commerce by

one or more arbitrators appointed in accordance with this Regulations. The arbitral award shall be final and binding on the parties to this Agreement and shall exclude any other remedy.

#### Conditions of the contract

This Agreement shall be governed exclusively by the terms and conditions set forth herein.

**Fight against the financing of terrorism and compliance with embargoes**



The Contractor shall not make any financial or other economic resources available to third parties appearing on a United Nations and/or European Union sanctions list, either directly or indirectly.

In the context of the execution of the contract, the contractor is only authorized to enter into and/or maintain contractual relationships or business relationships with reliable third parties who are not subject to a legal prohibition on entering into such relationships.

GIZ expressly emphasizes that its contractors, and their own suppliers, are all obliged, in the performance of the contract, to observe and comply with all embargoes and other trade restrictions imposed by the United Nations, the EU and the Federal Republic of Germany.

This applies in particular to the current EU sanctions against Russia, Belarus, Crimea and the affected regions of eastern Ukraine<sup>1</sup>. Accordingly, the contractor has a contractual obligation to deliver only goods that do not fall under these sanctions. In addition, the contractor is obliged to provide all necessary support to enable GIZ to ensure compliance with the sanctions regime.

The Contractor shall inform GIZ immediately and on its own initiative of any inclusion of the Contractor, a member of its management bodies, administrative bodies, partners and/or staff on a United Nations or European Union sanctions list. The same applies if the Contractor becomes aware of an event leading to inclusion on such a list.

The contractor shall inform GIZ immediately and on its own initiative of any violation of any of the provisions of this point.

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<sup>1</sup> [https://finance.ec.europa.eu/eu-and-world/sanctions-restrictive-measures/sanctions-adopted-following-russias-military-aggression-against-ukraine\\_en#sanctions](https://finance.ec.europa.eu/eu-and-world/sanctions-restrictive-measures/sanctions-adopted-following-russias-military-aggression-against-ukraine_en#sanctions)

See in particular Regulations (EU) No 833/2014, 692/2014, 2022/263 and 765/2006.