



To:		Date:	11/8/2024
From:	Action Against Hunger - Sudan Mission	Purchase Dossier Ref:	SD-KH-00334
For:	Purchase of SUV vehicle		

Object - Request for Quotation for:

As part of its humanitarian activities in Sudan, Action Against Hunger is requesting quotations for the purchase of the items listed below:

	Description of items	Quantity	Unit	Remarks
1	Purchase of vehicle, SUV - TOYOTA (Rav4, Rush, Fortuner), MITSUBISHI, huyn dai Tucson or equivalent model 17-21, with less than 55 km.	1	Car	The preferred model of the car should be from 17 to 21
Minimum information to provide on the quotation				
<ul style="list-style-type: none"> 1 - Name and address of the supplier 2 - Contact details (telephone number and email address) of the supplier 3 - Technical, administrative and financial offer 				
Administrative Offer				
<ul style="list-style-type: none"> 1 - Proof of company registration in Sudan: a copy of the Business Registration certificate 2 - A copy of an up-to-date Tax Registration Certificate (clearly stating the Tax Identification Number) 3 - Copy of the Value Added Tax (VAT) Registration Certificate 4 - Bank certificate clearly stating the supplier's name, address and account number 5 - A copy of an identity document (Passport or national ID) of the supplier or the Managing/General Director of the company 6 - Request for Quotation signed, stamped and dated by the supplier 				
Technical Offer				
<ul style="list-style-type: none"> 1 - Detailed characteristics of the items offered 2 - Technical visits to the supplier's facilities may be organised to verify quality) 3 - Delivery time, after reception of Purchase Order, to Action Against Hunger office in Port Sudan 4 - Proof of experience with private companies or NGOs (please provide at least 3 contracts/purchase orders/certificates of good performance) 				
Financial Offer				
<ul style="list-style-type: none"> 1 - Prices must include items and transport costs to the Action Against Hunger office in Port Sudan 2 - Validity of the offer (in days or months) 3 - Unit price for each item, the total price, transport costs and any applicable taxes 				
<p>Unless otherwise specified in the offer, the following conditions apply: "The quotation is valid one (1) calendar month after the date of submission"</p>				
Delivery Conditions:				
<ul style="list-style-type: none"> 1 - Risks and insurance related to the transportation of the items will be the responsibility of the supplier 				
Payment Conditions:				

1 - Payment after delivery inspection, written acceptance and the presentation of a formal invoice.

2 - Payment by bank transfer or cheque

General Conditions

- 1 - If the supplier does not attach his Sales Terms and Conditions of Sell with their quotation, Action Against Hunger Purchase Terms and Conditions will apply (attached to this Request for Quotations)
- 2 - The supplier must sign and stamp the present Request for Quotations and submit it to Action Against Hunger as confirmation of receipt, before submitting an offer.

To submit an offer:

Response required before:	Offer(s) to be sent to:
18/08/2024 at 16:00 (Sudan time)	Via email to the following address: procurement-sd@sd.acfspain.org Or in a sealed envelope by post mail or in person to Action Against Hunger in Port Sudan: Deam Almadina -West Square 12 House 16 clearly mentioning "SD-KH-00334 Offer for Buy of SUV vehicle.
Action Against Hunger signature:	Supplier signature:
Elrasheed Mohamed -Logistic Officer	



ACF TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1: GENERAL PROVISIONS

The following general Terms and Conditions apply to all orders placed by Action Against Hunger with a supplier. The term "order" refers to any Action Against Hunger purchase order or contract. Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale. This Agreement may only be varied with the written consent of Action Against Hunger and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

ARTICLE 2: DELIVERY

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order. Goods will remain the sole responsibility of the supplier until the delivery note has been signed by Action Against Hunger or by the forwarding agent appointed by Action Against Hunger. All orders will be delivered in full, unless Action Against Hunger has agreed to partial deliveries in writing. All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. Action Against Hunger reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered. Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods. Action Against Hunger reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

ARTICLE 3: DELIVERY TIMES

Delivery times and delivery dates appearing on the purchase order or contract are binding. If contractual delivery times are not respected, Action Against Hunger may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percents (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery. If goods have not been delivered within ten (10) calendar days after the contractual delivery date, Action Against Hunger reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

ARTICLE 4: COMPLIANCE

A delivery will only be considered as compliant after verification and acceptance by Action Against Hunger. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by Action Against Hunger at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time Action Against Hunger will be responsible for costs incurred returning the goods. Action Against Hunger may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from Action Against Hunger, that the total price be refunded, or the cancellation of the order in its entirety. All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from Action Against Hunger. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

ARTICLE 5: PACKAGING

The supplier agrees to supply goods and services that comply with technical specifications defined by Action Against Hunger, official standards and, in all cases that comply with good professional practice in the sector in question. Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

ARTICLE 6: WARRANTY

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage. The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour and travel costs) for delivered goods commencing on the date of acceptance by Action Against Hunger. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by Action Against Hunger of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

ARTICLE 7: DANGEROUS OR PERISHABLE GOODS

The supplier agrees to inform Action Against Hunger of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods. The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

ARTICLE 8: LIABILITY

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector. The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract. The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with Action Against Hunger.

ARTICLE 9: ORDER CANCELLATION

Any order unfulfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by Action Against Hunger if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt. Action Against Hunger will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by Action Against Hunger.

ARTICLE 10: PRICE

Unless stipulated otherwise by Action Against Hunger, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

ARTICLE 11: INVOICING AND PAYMENT

One copy of all invoices will be issued and sent to the Action Against Hunger office that sent out the order within seven (7) calendar days of delivery. If several orders are contained in one delivery, a separate invoice will be issued for each order. All invoices will feature the exact references of the delivery note and the order to which they correspond. Unless stated otherwise on the purchase order or contract, payments are to be made by [each mission to specify its payment means] within [each mission insert their payment timeframe]

ARTICLE 12: ETHICAL AND ENVIRONMENTAL RESPONSIBILITY

Action Against Hunger reserves the right to refuse an order at any time if the supplier or one of its sub-contractors, affiliates or subsidiaries, provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or Unethical HR Practices. Those practices include the use of Child labour, sexual exploitation or abuse, overriding basic social rights and work conditions, and non respect of the standards defined by the International Labour Organisation (ILO)⁽¹⁾, and ACF policies ⁽²⁾, particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions. Furthermore, Action Against Hunger is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. Action Against Hunger reserves the right to use international supplier' screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices. If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation. This article extends to any supplier affiliates and subsidiaries. Reports are to be sent as follows:

ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

Action Against Hunger purchase orders and contracts are governed by Sudanese law. Any dispute between the supplier and Action Against Hunger with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise all litigation will be handled exclusively by the courts of Port Sudan.

(1) ILO website: <http://www.ilo.org/global/standards/lang-en/index.htm>

(2) Available on www.actioncontrelafaim.org, www.actionagainsthunger.org, www.actioncontrelahambre.org