

INVITATION TO TENDER

Humanitarian Aid for Syria – Wheat flour type 650 Our Ref. SYR-1047-TND-004 Wheat Flour

Welthungerhilfe was established in 1962. It is today one of the largest private organizations working in the area of 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, USAID/OFDA, the United Nations and many others worldwide recognized donors.

Today we are in the market for the acquisition of 1,040 MT of wheat flour – type 650 for our humanitarian aid activities in Syria.

Quantities and content of the listed assortment is subject to no alteration. Welthungerhilfe reserves the right to divide the order into lots and to award the lots to various bidders. However, Welthungerhilfe prefers to place the order with one supplier only.

1. General remarks and special condition

The offered commodity must be in accordance to our specification, sound, fair and in merchantable quality.

- **The product must be available in regional stocks!!**
- **The products must be delivered as quickly as possible!!**
- **Part shipments are not allowed without authorization of Welthungerhilfe!!**
- **Please indicate the current stock location and the origin!!**

2. Specification / Quantity

No.	Description	Qty (MT)
1	Wheat flour type 650 Specification: <ul style="list-style-type: none"> - <u>Moisture: 14% max</u> - <u>Protein: 11% min</u> - <u>Ash content: 0,65% max. as a percentage of dry matter</u> - <u>Aflatoxin total 4 microgram / kg max</u> - <u>Ochratoxine 5 microgram / kg max</u> - <u>Deoxnivalenole (Vomitoxine) 1260 microgram / kg</u> - <u>Free from unpleasant odors and tastes</u> - <u>Must be machinable, workable and not sticky</u> 	1,040

Gaziantep, 19.01.2018

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Procurement Department
procurement.turkey@welthungerhilfe.de

Patron:
Federal President Frank-Walter Steinmeier

Supervisory Board (honorary):
Bärbel Dieckmann, President
Prof. Dr. Joachim von Braun, Vice-President
Norbert Geisler, Chairman of the
Finance Committee
Amadou Diallo
Rita Lanius-Heck
Prof. Dr. Conrad Justus Schetter
Dr. Tobias Schulz-Isenbeck

Chief Executive Officer:
Dr. Till Wahnbaeck

Donations account:
Sparkasse KölnBonn
IBAN: DE15 3705 0198 0000 0011 15
BIC: COLSDE33

Alliance 2015
towards the eradication of poverty
Member of Alliance 2015,
International NGO Network



3. Packing

The wheat flour must be packed in new woven-polypropylene (PP) bags. Net weight 50 kg per bag. All bags must be clean, dry, undamaged and firmly sewn. Recycled bags are not allowed, nor recycled plastics for making bags. The bags have to be closed with a double stitch on both ends of the bags. Additional 2% empty spare bags (outer bag only if multiple packaging), with same markings have to be provided.

Test for PP bags: bags should resist without any damage one drop from 1.2m high on the base and 2 drops on each side from 1.6m high.

For the concerned lot the packaging has to be appropriate to the nature (size, weight) of the items and reach international standards. The packaging should avoid transport damages and protect from bad weather conditions. Costs of picking and packaging must be included in the unit price of each item.

4. Marking

Each bag has to be marked in Arabic language with non-toxic ink that has to remain readable after minimum 10 handlings. The following information should be printed on the bag:

- "Wheat flour"
- "Not for sale"
- Net weight in kg
- Date of milling for flour
- Shelf life
- Branding in line with the contract specification.

Additional markings not allowed.

5. Samples

As in accordance to the article 9 of this document an independent laboratory, quality and quantity inspection will be involved no provision of samples is required for this competition.

6. Delivery conditions

The delivery of this procurement must conform to the **DDP** Incoterms 2010 requirements to Reyhanli, Turkey.

All transport details (Origin, City of Loading, and Routing) have to be indicated within the offer.

7. Delivery schedule

The total delivery of 1.040 MT of wheat flour is expected to be delivered in eight shipments.

The delivery of the initial quantity of 100 MT of wheat flour is expected during the calendar week 10 (beginning of March, year 2018).

The second delivery of the quantity of 100 MT of wheat flour is expected during the calendar week 11 (middle of March, year 2018).

The third delivery of the quantity of 100 MT of wheat flour is expected during the calendar week 14 (beginning of April, year 2018).

The fourth delivery of the quantity of 110 MT of wheat flour is expected during the calendar week 18 (beginning of May, year 2018).

The fifth delivery of the quantity of 175 MT of wheat flour is expected during the calendar week 18 (beginning of May, year 2018).

The sixth delivery of the quantity of 105 MT of wheat flour is expected during the calendar week 23 (beginning of June, year 2018).

The seventh delivery of the quantity of 175 MT of wheat flour is expected during the calendar week 23 (beginning of June, year 2018).

The last delivery of the quantity of 175 MT of wheat flour is expected during the calendar week 27 (beginning of July, year 2018).

The supplier has to indicate in its offer how many days he might need to deliver the goods after the reception of the purchase order for the delivery.

Delivery schedule might change upon the needs. The exact delivery schedule will be negotiated with our office after placing the order.

8. Prices

All offered prices must be indicated in the EURO (€, Euro) currency only. Quotations stated in other currencies will not be considered during the awarding process.

Offered prices must be local price, **NOT** export price, **VAT included**. A tax exemption might be provided to the supplier to deduct VAT.

Transport prices have to be added separately.

9. Inspection

The Contracting Authority shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Contract.

For the purposes of such tests and inspections, the Contractor shall:

- a) provide to the Contracting Authority or his representative, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data that are normally required for inspection and testing;
- b) Provide access to the Contracting Authority or his representative, at all reasonable times to the place where the tests are to be carried out.

This inspection on quality and quantity shall also be executed by an independent surveyor company at time and place prior to or at loading day (before shipment to the warehouse). Every inspection per supplier will be on account of the Contracting Authority. Goods not meeting agreed quality will be rejected. In case goods are rejected, the Supplier will contractually be obliged to pay already incurred fees for rejected goods and also for such fees which will become payable to the inspection company due to multiple interventions and/or fruitless visits and for goods inspected but eventually remained unshipped.

10. Ordering Party

Welthungerhilfe Turkey
Binevler Mh. 23. Sk. No.8
Sahinbey / Gaziantep
Turkey

11. Consignee

Welthungerhilfe Turkey
Binevler Mh. 23. Sk. No.8
Sahinbey / Gaziantep
Turkey

12. Documents

Following documents must be submitted before tender closing:

- Written quotation in EUR currency included of prices as indicated in the paragraph 8. (Prices) of this document on a letter headed paper (duly stamped and signed in a PDF format)
- Copy of VAT registration form or similar (applicable for non-registered suppliers only)
- Company profile (applicable for non-registered suppliers only)
- Reference list (applicable for non-registered suppliers only)
- Pre-qualification of suppliers (refer to Annex I)

Following documents will be requested from the Seller after firm order:

- Original Commercial Invoice (addressed to Welthungerhilfe, Turkey)
- Proforma Invoice (addressed to Consignee, Turkey)
- Original Waybills
- Packing list

13. Payment Conditions

Cash against documents (CAD). The order sum can be subdivided into partial payments according to part shipments which have been delivered successfully to final destination. Minimum value of each partial payment is 20% of the relevant order sum. Each payment will be arranged by bank transfer within 10 days upon the reception of the invoice.

14. Penalties

Delivery schedule will be negotiated and fixed in order. In the event of delay in delivery caused other than by force majeure, the Contracting Authority is entitled to make use of a penalty of 3/1000 per calendar day of the total value of the consignment still to be delivered. The penalty will be deducted from the invoice. In the event of incomplete delivery caused by the Supplier, the Contracting Authority is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging the Contracting Authority reserves the right to deduct from the relevant order sum an amount according to the variance to the requested specification. In case the quality is not in line with specifications initially agreed by both sides, the Supplier has to inform the Contracting Authority as soon as possible. Goods not meeting agreed quality can be rejected by the Contracting Authority, but if the Contracting Authority accepts these goods a deduction from the order sum and a penalty will be negotiated.

15. Selection Criteria

Welthungerhilfe will prioritize the quotations as follows:

- **Tenderers not providing the requested quotation included of prices as indicated in the paragraph 8 (Prices) of this document duly signed and stamped with the other documentation as listed in the article “12. Documents” as requested will be by automatism excluded from this competition.**

The following ranking criteria's will be considered for the contract granting:

- **20% delivery time,**
- **80% price,**
- **The evaluation of the quality of the ordered flour will be conditioned with the performance of a positive resulted laboratory, quantity and quality preloading independent inspection (please refer to the article 9 of this document for further precisions).**

The assigned points per listed criteria will be calculated in reference to the obtained proportion from the best offers criteria's results in comparison to the offered value per criteria multiplied by 10 in order to obtain a grading scale per criteria in between 1 to 10 points per ranking criteria.

Delivery time criteria will be calculated as following:

1 – 7 days = 100 points
8 – 14 days = 75 points
14 – 21 days = 50 points

16. Performance bond

The Contractor shall, together with the return of the countersigned Contract, furnish to the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be 6% (six) of the total contract price.

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform its contractual obligations under the contract.

The performance guarantee may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. (i.e. corresponding with Commerzbank (www.commerzbank.com) in Germany)

The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favor of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the Contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

The performance bond must be provided not later than 14 days after firm order. In case that the performance bond is not supplied within the requested delay, the contract will be considered null and void.

17. Terms and Conditions of Contract / Purchase Order

The granted contract/purchase 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.”**

For more information, the said document can be found at the following web link:

http://www.welthungerhilfe.de/fileadmin/user_upload/Ueber_uns/Tender/Terms_and_Conditions_International_Procurement.pdf.



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18. Offer Conditions

The offer must be valid at least six months.

Quotations must specify all details according to the tender text. Suppliers who do not receive a written feedback two weeks after the deadline for the bid submission will have to consider their bid being unsuccessful.

Quotations must be sent by email in PDF format **not later than the 5th of February 2018, 10:00 am**, to the following email address:

procurement.turkey@welthungerhilfe.de
(with mention: tender SYR-1047-TND-004)

In case of any questions contact Welthungerhilfe at e-Mail address procurement.turkey@welthungerhilfe.de

ANNEX I – Pre-Qualification of Suppliers

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Company name	
Founded (year)	
Established in (Country)	
Bank Details (Account Holder, Bank Name, IBAN, BIC, Swift, Currency)	
VAT Registration Number	
Physical address	
Name of Chief Executive Officer (CEO)	
Place and Date of Birth of CEO	
Name of Owner	
Place and Date of Birth of Owner (if individual)	
Website	
Sales and Marketing Contact	
Range of services provided by the company (company portfolio)	
For internal use of WHH only	

Supplier qualification
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A. Welthungerhilfe supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with [ten universally accepted principles](#) in the areas of [human rights](#), [labour](#), [environment](#) and [anti-corruption](#). By doing so, business, as a primary driver of globalisation, can help ensure that markets, commerce, technology and finance advance in ways that benefit economies and societies everywhere.

[Human Rights](#)

1. [Principle 1](#): Businesses should support and respect the protection of internationally proclaimed human rights; and
2. [Principle 2](#): make sure that they are not complicit in human rights abuses.

[Labour](#)

1. [Principle 3](#): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
2. [Principle 4](#): the elimination of all forms of forced and compulsory labour;
3. [Principle 5](#): the effective abolition of child labour; and
4. [Principle 6](#): the elimination of discrimination in respect of employment and occupation.

[Environment](#)

1. [Principle 7](#): Businesses should support a precautionary approach to environmental challenges;
2. [Principle 8](#): undertake initiatives to promote greater environmental responsibility; and
3. [Principle 9](#): encourage the development and diffusion of environmentally friendly technologies.

[Anti-Corruption](#)

1. [Principle 10](#): Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages :
<https://www.unglobalcompact.org>

B. Welthungerhilfe (WHH) renounces all forms of terrorism and money laundering

Welthungerhilfe 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/RES11269(1999), S/RES 1368(2001) and S/RES1373(2001) and the European Union, Welthungerhilfe is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of Welthungerhilfe 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, Welthungerhilfe 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.

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We, _____ (name of company) hereby declare that

1. we are not in bankruptcy proceedings, judicial insolvency proceedings or in liquidation, that we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions,
2. we have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
3. we comply with our duty to pay social insurance contributions, taxes or other levies in accordance with the legal provisions of the state in which we have our office, the state of the consignee, or the state where the contract is performed,
4. we have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of the European Communities,
5. no serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from the Community budget,
6. we are providing you with all the information required in connection with participation in a tender,
7. in respect of contracts which are ultimately paid for out of European Community funds, no one has accused us of breach of contract due to gross violation of our contractual obligations,
8. we have not been excluded as a contract partner by the European Community due to ethical issues,
9. we assure the European Commission, the European Anti-Corruption Bureau and the auditors of the European Community reasonable access on demand to our business and accounting documents for the purpose of checks and audits,
10. we respect basic social rights and condemn child labor.
11. we are informed and agree that Welthungerhilfe will conduct a check to ensure that partners/suppliers do not appear on official sanctions lists of UN and the European Union.

We support the goals of the United Nations Global Compact <https://www.unglobalcompact.org>

Date, company name, signature, name in block capitals, company stamp.