

INVITATION TO TENDER

Seedling: Type Capia Pepper (Biber Yalova Yağlık 28 – Kapy biber fidesi) Our Ref. SYR-1052-TND-009

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 **2.5 million** seedling type Capia Pepper (**Biber Yalova Yağlık 28 – Kapy biber fidesi**).

Welthungerhilfe reserves the right to change the required quantity. In addition, Welthungerhilfe reserve 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!!**
- **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	Seedling: Type Capia Pepper (Biber Yalova Yağlık 28 – Kapy biber fidesi). Specification: <ul style="list-style-type: none">- Capia pepper is suitable for open land agriculture (Açık tarla yetiştiriciliğine uygun kapy biberdir)- Capia pepper's shape is conical, succulent and fertile (Meyvesi konik şekilli, etli ve verimlidir)- It is suitable for gravy, roasting and canning (Salçalık, közlemeli ve konserve için uygundur)- Young peppers has green colour and it turns red, when it become ripe (Tazesi yeşil olup olgunlaşınca kırmızı renk alır)- The seedlings should be packed in 216 seedling Viol (Fidelerin konulacağı viyol 216lık olacak)	2.5 million seedlings

Gaziantep 01.02.2019

Deutsche Welthungerhilfe e.V.
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Gaziantep
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www.welthungerhilfe.de

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:
Mathias Mogge

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

Member of Alliance 2015,
International NGO Network

Alliance 2015
towards the eradication of poverty

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Spenden-
Siegel

3. Packing

Each 216 seedling must be packed in 216 seedling viol.

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

No marking is required.

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 Hatay/Altınözü/ Yayladağ/ Kırıkhan - Turkey.

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

7. Delivery schedule

The total delivery of 2.5 million seedlings is expected to be delivered starting 1st of April and continue during the same month. The delivery is envisaged to be in tranches.

Delivery schedule might change. The exact delivery schedule will be negotiated with the Gaziantep Office when placing the order.

8. Prices

All offered prices must be indicated in **Turkish Lira (TL) currency only**. Quotations stated in other currencies will not be considered during the awarding process. Prices must include, transportation, Value added Tax VAT, Stamp tax, and all applicable taxes (local price). Transport prices must also include all relevant transport taxes.

9. Inspection, Acceptance and Rejection

The Contractor shall provide and maintain an inspection, quality, and process control system acceptable to WHH covering the Goods under the Contract. Records of all inspection work by Contractor shall be kept complete and available to WHH during the performance of the Contract and for twenty-four (24) months after completion, if not otherwise specified in the Contract. Copies of all material certifications and test results will be submitted to WHH upon request.

WHH reserves the right to inspect and test through its representatives all Goods ordered under the Contract at any time and place. The Contractor, without additional charge, shall provide all facilities for inspection and all necessary support to ensure that inspections can be performed in such a manner as not to unduly delay delivery of the Goods.

WHH may reject any Goods supplied under the Contract that do not meet the requirements of the Contract or apply a penalty for Goods not fully conforming to such requirements as per Articles 17 and 18 of the WHH terms and conditions for international of goods and service. Rejection of the Goods shall be made as soon as practicable after delivery of the Goods to their final destination.



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Neither any inspection carried out by representatives of WHH nor any acceptance of the Goods or part thereof by WHH nor any omission by WHH to inspect, accept and/or reject the Goods or part thereof shall release Contractor from its responsibility for such Goods that are not in accordance with the requirements of the Contract, including warranties.

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 indicated quotation form Annex II (duly stamped and signed in a PDF format)
- Copy of VAT and registration form or similar
- Company profile (applicable for suppliers who we did not work with)
- Reference list (applicable for suppliers who we did not work with)
- Pre-qualification of suppliers (refer to Annex I)
- Quotation Form (Annex II)

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

(1) Payment of submitted invoices by WHH does not imply acceptance of Goods or Services or any related work under the Contract. Unless otherwise specified in the Contract, the following provisions will apply concerning payment and supporting documents.

(2) WHH shall generally make payment through banking channels to Contractor within 15 working days upon receipt of the following documents and any other documents/reports that may be specified in the Contract, to be sent directly to Welthungerhilfe Turkey, Binevler Mh. 23. Sk. No.8, Şahinbey / Gaziantep.

- (a) remaining negotiable & non-negotiable copies of the bill of lading or airwaybill;
- (b) commercial invoice with valid banking instructions;
- (c) copy of the consular or legalised invoice, if required by the Contract;
- (d) copy of the certificate of origin;
- (e) copy of the packing list;
- (f) Copy of the Certificate of Insurance, if Contractor has been requested to provide insurance.

(3) In case of installation of Goods by the Contractor the payment terms will negotiated case by case.

(4) WHH will make payment to the bank account indicated by Contractor in its invoice, providing that the bank account is in the name of Contractor and located in its country of residence. Any request for payment to a bank account other than that of Contractor or to a bank other than one located in Contractor's country of residence must be specified and justified by Contractor at the time of making its offer.

(5) WHH may withhold payment, in whole or in part, without liability and without prejudice to any other of its rights or remedies under the Contract, should Contractor fail to provide the documents required by this Article 26 of the Welthungerhilfe Terms and Conditions for International Procurement of Goods and Services or as otherwise specified in the Contract or in the event that Contractor fails to perform or comply with its obligations under the Contract, including without limitation the warranties for the Goods set forth in Article 10 of the said terms and conditions.

14. Penalties, penalty for delay, nonconforming goods or services, shortfalls

(1) The Contractor 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.

(2) Contractor recognizes that the Contract concerns the 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 Contract may cause irreparable harm to WHH.

(3) Therefore, if the Contractor culpably defaults in remedying a defect or making a delivery – fully and timely -, WHH shall have the right to request lump-sum damages due to default for the defective resp. Late delivery without further proof of damage, of 0.2 % of the net remuneration agreed for the defective resp. Late delivery and/or service for each period of default of 1 working day (Monday to Saturday) but at most 5 % of the agreed net remuneration for the defective resp. Late delivery and/or service. The Contractor shall, however, have the opportunity to prove to WHH that WHH has incurred no damage or materially lesser damage.

(4) The remedy in Article 18 of the said regulation is without prejudice to any other right or remedy that may be available to WHH, including cancellation, for Contractor's non-performance or breach of any term or condition of the Contract. The above lump-sum damages shall however be set off in full against any further damage claim.

15. Force Majeure

Given the volatile situation in the region, the seedling delivery might be cancelled or modified due to the event of force majeure like changes in rules and regulations of Turkey, natural disasters etc. In such case, it is Welthungerhilfe's right to cancel/ terminate the purchase order or suspend the delivery until the delivery of the seedlings is possible.

16. 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 raking criteria will be considered for the contract granting:



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- **100% price,**
- **Delivery date must be starting from the 1st of April and continue during the same month. Supplier must be able to receive our agricultural engineer after placing a firm order. The delivery of the required seedlings will be conditioned with the performance of a positive resulted quality report of our agricultural engineer and, quantity preloading independent inspection company (please refer to the article 9 of this document for further details).**

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.

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:

<https://www.welthungerhilfe.org/news/publications/detail/terms-and-conditions-for-international-procurement-of-goods-and-services/>

18. Offer Conditions

Quotations should be valid for at least three (3) months.

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

Application must be performed online through the following web tendering portal not **later than the 18th of February 2019, 10:00 am CET** that is accessible through the following thread:

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

The related EU-Supply RFT id reference of the tender invitation is 203078, and the tender reference is SYR-1052-TND-009. Seedling: Type Capia Pepper.

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 new supplier through the following web thread: <https://eu.eu-supply.com/ctm/Company/CompanyRegistration/RegisterCompany>.

In general, all the inquiries about the concerned competition can be submitted through the EU Supply platform directly latest by **13st of February 2019 10:00 am CET time**, but in case of having any additional questions, please contact us on the following email address:

procurement.turkey@welthungerhilfe.de

(with mention: tender SYR-1052-TND-009)

This tender invitation is valid without signatures!

Annex 1

Welthungerhilfe Supplier Qualification Form

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1. We want some information about your company

Company Name	
Legal Form	
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 & Marketing Contact	
Range of Services provided by the Company (Company Portfolio)	
For internal use of WHH only	

Welthungerhilfe Supplier Qualification Form

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2. Policy Statement of Welthungerhilfe

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](#).

Human Rights

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

Labour

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

Environment

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

Anti-Corruption

- [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/RES/1269(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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Welthungerhilfe Supplier Qualification Form

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3. Supplier Declaration

We, _____ (name of company) hereby declare that

- a) 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,
- b) we have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
- c) 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. We assure that we will comply with the legislation applicable and common standards in terms of wages, social legislation and occupational safety and health.
- d) 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 International Humanitarian Aid Community,
- e) 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 International Humanitarian Aid Community,
- f) we are providing you with all the information required in connection with participation in a tender,
- g) 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,
- h) we have not been excluded as a contract partner by the European Community due to ethical issues,
- i) 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,
- j) we respect basic social rights and condemn child labor,
- k) we are informed that Welthungerhilfe will conduct a check to ensure that partners/suppliers do not appear on official sanctions lists of UN and the European Union.

Date, Company Name, Signature of Owner of CEO, Name in Block letters, Stamp



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ANNEX II - Quotation Form

Name of Supplier:

Address, Contact Details:

Contact Person:

Price Validity (min 3 months):

Delivery Condition:

Origin and Transport Details:

Prices of items EURO currency are listed as per below:

Nr	Item Description	Unit Price	Quantity	Total Price
1	Seedling:Capia Pepper (Biber Yalova Yağlık 28 – Kapya biber fidesi)	TL	2.5 million	TL
2	Transportation	TL	Lumpsum	TL
Total Price (VAT included)				TL

Extra Notes of Supplier: (if required)

*

I undersigned and agree that these prices are for the items meeting the requirements as indicated in Annex II and Article 2 "Specifications" of this tender. Any discrepancies from given technical requirements or other discrepancies need to be explicitly mentioned.

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We herewith confirm that the quotation is in line with requirements of tender document dated

_____.

Date, Signature, Stamp