

INVITATION TO TENDER

Shelter and WASH Repair – Framework Agreement

Our Ref. SYR1067-TND-001

SYR1066-TND-002

Dear Sir/Madam,

Welthungerhilfe (WHH) 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 other worldwide recognized donors.

WHH Turkey is in the market for the procurement of shelter and wash repair services. The shelter and wash project will be assisting 185 vulnerable households from the Syrian refugee community and the local host community. The location will be in the city of Gaziantep (85) and Hatay (100). The project activity aims to undertake emergency repair of the shelter of vulnerable households. The services will cover works like replacing or repairing doors, windows or undertaking sanitation repair, electrical repair or roofing etc.

Quantities and content of the listed services and materials are subject to alteration. Welthungerhilfe reserves the right to divide the order into lots and to award individual lots to various bidders. Furthermore, WHH has the right to sign an agreement with two bidders. The outcome of this tender is to sign a framework agreement as an outcome of this process.

1. General remarks and special conditions

The offered commodities must be according to WHH specifications, sound, fair, and merchantable quality.

- Welthungerhilfe is planning to do rehabilitation of 185 households in Gaziantep and Hatay. The bill of quantity is listed below to be able to sign an agreement with a vendor to fix prices for each item/service with a framework agreement and use these services/materials as needed by signing individual purchase orders under this agreement for each household.
- WHH reserves the right to change the number of items it orders and the number of households to be repaired.
- All the items must match the specifications.
- any costs that occur during implementation will not be covered by WHH unless it is mentioned and agreed in the Bill of Quantity.

Gaziantep, 31.05.2019

Procurement Team
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www.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. Mathias Mogge

Donations account:
Sparkasse KölnBonn
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BIC: COLSDE33

Alliance 2015

towards the eradication of poverty

Member of Alliance 2015,
International NGO Network



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2. Specification / Quantity

Lot 1: 85 Households in Gaziantep

Lot 2: 100 Households in Hatay

Please see Annex II Bill of Quantity. Kindly note that bill of quantity for the two lots expected to be separately filled in. Contractors are welcome to bid on both cities or only for one if they prefer. WHH reserve the right to increase or decrease the number of households to be repaired.

3. Warranty

WHH require at least one-year warranty on materials and installation/ works.

4. Delivery schedule

The exact delivery schedule will be negotiated with the Contracting Authority after placing of individual purchase orders under the signed framework agreement. Each household should be repaired within a period of 15 working days. The Contractor shall not start work without signed purchase order from WHH for each household.

This project is expected to be completed by the end of March 2020.

5. Prices

All quotation prices must be indicated in Euro (EUR) currency only. Quotations provided in other currencies will be automatically excluded from the evaluation and contract awarding process.

Prices must include Value added Tax VAT, stamp tax, and all applicable taxes (local price) as well as installation costs and transportation. Transport prices must also include all relevant transport taxes.

6. Inspection, acceptance, and rejection

The Contractor shall provide and maintain an inspection, quality, and process control system acceptable to WHH covering the goods and services under the Contract. Records of all inspection work by the 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.

WHH reserves the right to inspect and test through its representatives all goods and services 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.

The Contractor will provide photos of the completed work for each item and notify WHH upon completion of the work. WHH will visit completed household for inspection.

Acceptance of the invoices for each house hold will be confirmed with a report prepared by Welthungerhilfe engineer after the inspection of each household. The Contractor shall be present during these inspections and the inspection report will be signed by the WHH engineer and the contractor to confirm acceptance.



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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.

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 the Contractor from its responsibility for such Goods that are not in accordance with the requirements of the Contract, including warranties.

7. Ordering Party

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

8. Consignee

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

9. Documents

The following documents must be submitted before tender closing:

- Quotation Form (Annex II duly stamped and signed on a PDF format)
- Copy of company registration (PDF format) (applicable for new suppliers who did not work with WHH previously)
- Updated VAT certificates (PDF format)
- Company profile (PDF format) (applicable for new suppliers who did not work with WHH previously)
- Reference list (PDF format) (applicable for new suppliers who did not work with WHH previously)
- Proof of implementing similar works
- Pre-qualification of suppliers (please refer to the Annex I of this document)

10. Payment and supporting documents

(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 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, Sahinbey / 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;

(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.

11. 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.

12. Selection Criteria

Welthungerhilfe will prioritize the quotations as follows:

- **Tenderers not providing the requested quotation included of prices as indicated in the paragraph 5 (Prices) of this document duly signed and stamped with the other documentation as listed in the article "9. Documents" as requested will be by automatism excluded from this competition.**

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

Technical responsiveness/ full compliance to requirements (pass/ fail) Lowest priced technically responsive quotation (100% price)

- **The contractor must proof at least one successfully implemented project of similar scope and complexity in the past 5 years**
- **One full time employed licensed graduate civil engineer/ architect with minimum of five years of relevant experience.**
- **Minimum 5 full time employed construction workers with relevant experience.**

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.

Materials technical specifications, certificates, compliance, and catalogues will be requested at later stage.

Welthungerhilfe reserves the right to reject any offer determined as not responsive.

13. 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 (Bank Cheque, Bill of Exchange, Bank Drafts, Promissory Note, Letter of Credit) 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 shall be in the format provided for in the contract and 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 favour 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.

14. 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/>

15. Offer Conditions

Quotations should be valid for at least ten (10) 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.



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Application must be performed online through the following web tendering portal not **later than the 24th of June 2019, 10:00 am CET Time** 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 213415, and the tender reference is SYR1066-TND-002 / SYR1067-TND-001

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 until the **19th of June 2019 17:00 pm 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 SYR1066-TND-002 / SYR1067-TND-001)

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)	



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For internal use of WHH only	
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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](#), [labor](#), [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



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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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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,



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- 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