**INVITATION TO TENDER**

**Humanitarian Aid for Syria – NFI KITS**

**Our Ref. TUR-0002-GZT-2018-PRI**

Dear Sir/Madam,

Save The Humanity (STH) was established in 2011. 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, Save The Humanity receives grants from the Federal German Government, the European Union, USAID/OFDA, the United Nations and many other worldwide recognized donors.

STH Turkey is in the market for the procurement of 7.500 food baskets.

Quantities and content of the listed assortments are subject to alteration. Save The Humanity reserves the right to divide the order into lots and to award individual lots to various bidders. STH would however prefer to place the entire order with one supplier only.

**1. General remarks and special conditions**

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

* Food items shall be prepared and kept in suppliers’ warehouse till Save The Humanity requires the items to be delivered.
* Timely arrival in Turkey in accordance with the delivery periods is of utmost importance!
* Partial shipments are not allowed without prior authorization of STH.
* STH reserves the right to change the number of items it orders.
* The stock location must be available, and the origin of all items must be provided to STH

**2. Specification / Quantity**

Lot 1- 5.000 NFI Kits

|  |  |  |  |
| --- | --- | --- | --- |
|  | Items | Quantity | Technical specifications  |
| 1 | Blanket | 4 pcs | Winter Blanket - 100% Polyster - 2.3\*1.8 m - 3.2 kg – Dark Colurs (but not Black or Red) Each blanket must be in a bag with Save The Humanity |
| 2 | Blanket | 6 pcs | Winter Blanket 100% Polyster 2\*2.4 m - 4.00 kgDark Colurs (but not Black or Red). Packaging of each blankets must be 100% cotton with Save The Humanity |
| 3 | Sleeping Matress | 5 pcs | Size: 190x90x10 cm Material: polyurethane closed cell hard grey foam, 100% synthetic yarns from virgin or recycle raw material. Synthetic sleeping mats that are made from recycle materials must not contain fillers, like calcium carbonate or any other. Dimension: 1.9 x 0.9 x 0.1 m, Area 1.62 m2 Density: Minimum 24 kg/m3 (±2%) Weight: Min 3.56Kg.Load deflection: min 16kg Cover: removable cover with zipper cotton or polyester/cotton canvas of 180g/m2 minimum.  |
| 4 | Sleeping Matress | 4 pcs | Size: 190x90x10 cm Material: polyurethane closed cell hard grey foam, 100% synthetic yarns from virgin or recycle raw material. Synthetic sleeping mats that are made from recycle materials must not contain fillers, like calcium carbonate or any other. Dimension: 1.9 x 0.9 x 0.1 m, Area 1.62 m2 Density: Minimum 22 kg/m3 (±2%) Weight: Min 2.70 Kg.Load deflection: min 16kg Cover: removable cover with zipper cotton or polyester/cotton canvas of 180g/m2 minimum.  |
| 5 | Carpets | 2 pcs | Size: 200X300Materials: Polypropylene (PP)Finish: The two short sides to be secured with a first stitch folded hem of the carpet, plus one bias 40mm binding tape of minimum 10g/m with stitches through the fabric of the carpet, OR with a double folded stitched hem. Four sides trim finished.Weight: Min 1050g/m2 minimum, 12.6kg total.Size: 6 sqm minimumYarn thickness (Dtex): min. 600 dtexFilament number: min.72 trilobalStrength (gr/dtex): 1,8-3Stitch number: 25-30 pc/mtHight of the tie knots: 9mmSequence: 1600 tie knots/dm2Color: assorted, with neutral design.  |

**3. Marking / Labelling / Packing**

Each food basket must be packed in two bags (Sack) and one carton box. Each bag (Sack) must include 8 kg rice, 5 kg lentils (red/green), 4 kg bulgur and 2.4 kg dried chick peas. In other words, rice, lentils, bulgur and chick peas must be divided in two plastic bags (sacks). Rest of the food items must be packed in one carton box. Following is the layout of the packing of the food basket:

The following labelling is required on all the carton boxes:

* Save The Humanity logo.
* The following words in Arabic printed twice on both sides: “Not for Sale” and “Food Baskets”.
* All labelling should be printed using indelible ink.

The food baskets contents (single items) do not require any specific labelling.

The packaging of the bags and carton boxes must be appropriate to the nature (size, weight) of the items and reach international standards. The packaging should avoid transport damages and must be able to protect the content from bad weather conditions. Cartons and packaging costs must be included in the unit price of each item.

**4. Delivery conditions**

All items are to be supplied as indicated in Article 2 and 3. **DDP to – Cilvegozu/ Reyhanli, Turkey (Incoterms 2010).**

All transport details (Origin, City of Loading, and Routing) must be indicated in the offer.

**Cost for transportation must be stated separately.**

Partial shipments are not allowed. All shipments must be announced with prior notice in coordination with the Contracting Authority.

**5. Delivery schedule**

The delivery is expected to begin at latest during the third week of November 2018.

The exact delivery schedule will be negotiated with the Contracting Authority after placing of the order.

**6. 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). Transport prices must also include all relevant transport taxes.

**7. Inspection, acceptance, and rejection**

The Contractor shall provide and maintain an inspection, quality, and process control system acceptable to STH covering the Goods under the Contract. Records of all inspection work by Contractor shall be kept complete and available to STH 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 STH upon request.

STH 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.

STH 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 STH 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 STH nor any acceptance of the Goods or part thereof by STH nor any omission by STH 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.

**8. Ordering Party**

Save The Humanity Turkey

**9. Consignee**

Save The Humanity Turkey

**10. Documents**

The following documents must be submitted before tender closing:

* Written quotation on letter headed paper (duly stamped and signed on a PDF format)
* Copy of VAT and registration certificates (PDF format)
* Company profile (PDF format)
* Reference list (PDF format)
* Pre-qualification of suppliers (please refer to the Annex I of this document)

**11. Payment and supporting documents**

(1) Payment of submitted invoices by STH 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) STH shall generally make payment through banking channels to Contractor within 30 days upon

receipt of the following documents and any other documents/reports that may be specified in the

Contract, to be sent directly to Save The Humanity Turkey,

(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) STH 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) STH 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 Save The Humanity 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.

**12. 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 STH.

(3) Therefore, if the Contractor culpably defaults in remedying a defect or making a delivery – fully and timely -, STH 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 STH that STH 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 STH, 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.

**14. Selection Criteria**

Save The Humanity will prioritize the quotations as follows:

* Tenderers not providing the requested quotation included of prices as indicated in the paragraph 6 (Prices) of this document duly signed and stamped with the other documentation as listed in the article “10. Documents” as requested will be by automatism excluded from this competition.

The following raking criteria’s will be considered for the contract granting:

* 20% delivery delay/ schedule
* 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 7 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.

**15. Performance bond and bank guaranty**

If a performance bond or bank guarantee is specifically required by the terms of the Contract, then such bond or guarantee, in the amount specified in the Contract, shall be issued by Contractor through a primary bank of Contractor's choice which must be a first-class international accepted bank that must cooperate with Commerzbank (www.commerzbank.com) in Germany. The bond or guarantee will be issued on forms either furnished by or acceptable to STH. Failure to deliver an acceptable bond or guarantee within two weeks from the date of Contractor's acceptance of the Purchase Order, unless otherwise specified in the Contract, shall be deemed a "default" by Contractor and the provisions of Article 17 of the Save The Humanity terms and conditions for international procurement of goods and services will apply.

**16. 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 “**Save The Humanity Terms and Conditions for International Procurement of Goods and Services.”**

**17. 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 send the offer not **later than the 12th of November 2018, 10:00 PM** to the following e-mail

tender.savethehumanity@gmail.com

**Annex 1**

**Save The Humanity 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 STH only |  |

**Save The Humanity Supplier Qualification Form**

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**2. Policy Statement of Save The Humanity**

1. **Save The Humanity 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](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html) in the areas of [human rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html), [labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html), [environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html) and [anti-corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html).

[Human Rights](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/humanRights.html)

* [Principle 1](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle1.html): Businesses should support and respect the protection of internationally proclaimed human rights; and
* [Principle 2:](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle2.html) make sure that they are not complicit in human rights abuses.

[Labour](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/labour.html)

* [Principle 3](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle3.html): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
* [Principle 4](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/Principle4.html): the elimination of all forms of forced and compulsory labour;
* [Principle 5](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html): the effective abolition of child labour; and
* [Principle 6](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle6.html): the elimination of discrimination in respect of employment and occupation.

[Environment](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/environment.html)

* [Principle 7](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle7.html): Businesses should support a precautionary approach to environmental challenges;
* [Principle 8](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle8.html): undertake initiatives to promote greater environmental responsibility; and
* [Principle 9](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle9.html): encourage the development and diffusion of environmentally friendly technologies.

[Anti-Corruption](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/anti-corruption.html)

* [Principle 10](https://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle10.html): 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>

1. **Save The Humanity (STH) renounces all forms of terrorism and money laundering**

Save The Humanity 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, Save The Humanity is firmly committed to the international fight against terrorism and in particular against the financing of terrorism. It is the policy of Save The Humanity 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, Save The Humanity 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.

**Save The Humanity Supplier Qualification Form**

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**3. Supplier Declaration**

**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 wher
4. e 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.
5. 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,
6. 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,
7. we are providing you with all the information required in connection with participation in a tender,
8. 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,
9. we have not been excluded as a contract partner by the European Community due to ethical issues,
10. 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,
11. we respect basic social rights and condemn child labor,
12. we are informed that Save The Humanity will conduct a check to ensure that partners/suppliers do not appear on official sanctions lists of UN and the European Union.

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