

CALL FOR TENDER FRAMEWORK AGREEMENT

**Humanitarian Aid for Northern Iraq
Supply of Construction Materials
Our Ref. IRQ 1021-TND-FWA-011**

Dear Sirs,

Welthungerhilfe (hereafter 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. The organization is non-profit-seeking, non-partisan and non-denominational. Donations from the population at large fund our work in over 40 countries in Africa, Asia and Latin America. In addition, WHH receives grants from the Department for International Development (DFID), the Federal German Government, the European Union, the United Nations and the United States Agency for International Development.

Financed by the German Corporation for International Cooperation (GIZ) for our humanitarian aid activities in Northern Iraq, we are in the market for:

Duhok, 6 March, 2019

Welthungerhilfe Office
Peshnas Street 51
Masika Roj AVA - 99451
City of Duhok – Z26/65/9
Kurdistan Region of Iraq
Republic of Iraq

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PURCHASE OF CONSTRUCTION MATERIALS FOR THE CASH FOR WORK ACTIVITIES

1. Instructions to tenderers

By submitting a tender, tenderers fully and unreservedly accept the conditions of this call for tenders, which will constitute the governing of contract as the sole basis of this tendering procedure, whatever the tenderers own conditions of sale may be which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

2. General remarks and special conditions

- Pre- and Post-delivery inspection shall be done internally to assess item conformity to specifications.
- All materials must be new, sound, fair, in merchantable quality and in line with the technical specifications stated in the Tender Documentation.
- The company needs to be officially registered in Iraq.

Patron:
Federal President Frank-Walter
Steinmeier

Supervisory Board (honorary):
Mrs. Marlehn Thieme, President
Prof. Dr. Joachim von Braun, Vice-
President
Norbert Geisler, Chairman of the
Finance Committee
Prof. Dr. Hartwig de Haen
Rosa Karcher
Dr. Stephan Reimers
Dr. Tobias Schulz-Isenbeck

Secretary General and Chairman of the
Board: Mathias Mogge

Donations account:
Sparkasse KölnBonn
Account No. 1115
Sort Code 370 501 98
IBAN: DE15370501980000001115
BIC: COLSDE33

Mitglied von Alliance 2015,
dem Verbund internationaler
Hilfsorganisationen

- All communication and documentation must be performed in English.
- Bidders must use WHH templates.
- The Contracting Authority holds the right to change quantities and slight changes to the technical specifications.
- The Contracting Authority reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- If there is any permission needed to access the area, the bidder is in charge of obtaining the permission letter by himself. WHH will not provide any permission letter or is facilitating nor assisting this process.

3. Specifications/Quantities

This tender is for the purchase of Construction Materials under the Framework Agreement. All applications must comply and adhere to at least the specifications and conditions described in the Itemised Quotation Form (Annex IV).

WHH understands that there is a wide range of prices and qualities of items in the market. Please quote the price for the item that best matches the specifications stated in Tender Documentation.

4. Samples

No samples will be required to submit together with the Bid. Only shortlisted suppliers will be requested to provide samples of each item for inspection.

The goods offered should conform to the specifications stated in the Itemised Quotation Form (Annex IV).

Items that do not meet the specifications will be rejected during the inspection and Supplier will be asked to provide the alternatives.

If any items delivered to the final destinations do not match the samples approved during the inspection, they will be rejected and Supplier will have to replace them at his own expense.

5. Packaging

The Contractor will ensure that all items are packaged appropriately to the nature (size, weight) of the item and reach international standards. The packaging should avoid transport damages and protect the items from weather elements.

The cost of packaging must be included in the unit price of each item.

6. Delivery Locations

All materials and items are to be supplied **DDP to the villages within Sinuni and Rabea Sub-districts in the Ninawa Governorate, Republic of Iraq.**

Deliveries shall be done in batches and on a call for delivery basis to the agreed destinations.

The Supplier will be responsible for the loading, off-loading, and transportation of all items. These costs must be included in the unit price of each item.

7. Delivery Schedule

WHH will give the Supplier five (5) working days' notice from when the items will be needed at the agreed location. This will be done by providing an official and signed Local Purchase Order (LPO) from WHH against a standing Framework Agreement.

8. Ordering Party

Deutsche Welthungerhilfe
Peshnas Street 51
Masika Roj AVA
99451 Duhok, KRI

9. Consignee

Deutsche Welthungerhilfe
Peshnas Street 51
Masika Roj AVA
99451 Duhok, KRI

10. Documents

The following documents must to be submitted by the Bidder before the tender closing date:

- Signed and stamped Tender Document. (6 Pages)
- Duly filled, signed, and stamped Pre-Qualification of Suppliers. (Annex I, 3 pages)
- Duly filled, signed and stamped Quotation Summary. (Annex II)
- Duly filled, signed and stamped References. (Annex III)
- Duly filled, signed and stamped Itemised Quotation Form. (Annex IV)
- Copy of company registration in Iraq.

The following documents will be requested from the Seller after each delivery:

- Commercial Invoice (original) in English on the letter headed paper addressed to the Ordering Party.
- Waybill signed by the recipient as a proof of delivery.

11. Inspection

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

An independent surveyor company shall also execute this inspection on quality and quantity at time and place prior or at loading (before shipment to the destination). One inspection per project will be on behalf of the Contracting Authorities. Any additional inspection shall be on the contractor. Goods not meeting agreed quality would be rejected. In case goods are rejected, the contractor will contractually be obliged to pay already incurred fees for rejected goods and for such fees that will become payable to the inspection company due to multiple interventions and/or fruitless visits and for goods inspected but eventually remained unshipped.

12. Penalties

Delivery schedule will be negotiated and fixed as per the signed Contract. In the event of delay in delivery caused other than by force majeure the respective Contracting Authorities are entitled to make use of a penalty of **5/1000** per day of the total value of the work still to be completed, on the concerned delivery date. The penalty will be deducted from the invoice. In the event of incomplete delivery caused by the contracted tenderer, the respective Contracting Authority is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging or handling errors, the respective 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 contracted tenderer has to inform the respective Contracting Authority as soon as possible. Goods not meeting agreed quality can be rejected by the respective Contracting Authority, but if the respective Contracting Authority accept these goods, a deduction from the order sum and a penalty will be negotiated.

13. Guarantee

The goods offered should conform to the specifications stated in the Itemised Quotation Form (Annex IV).

If any items delivered to the final destinations do not match the samples approved during the inspection, they will be rejected and Supplier will have to replace them at his own expense.

14. Prices

The unit price of each item shall include the cost of an item, packaging, transportation, Taxes, ICR and any other overhead expenses.

All prices must be indicated in **USD (United States Dollars)** currency ONLY.

Prices in other currencies are not accepted.

15. Payment Conditions and Schedule

Payments shall take place in **USD (United States Dollars)** currency ONLY.

Supplier would need to have a USD bank account and a possibility to receive an international USD bank transfer.

Payments due by the respective Contracting Authorities shall be made to the bank account mentioned on the Quotation Summary (Annex II) of the tenderer and confirmed in the Contract.

The contractor is in charge of covering the bank fees. **WHH WILL NOT PAY EXTRA FOR BANK FEES.**

Payment shall be made by Cheque or Bank transfer against documents (CAD) within twenty (20) working days from the receipt of the correctly signed and stamped documents stated in Article 10. Documents at WHH in Duhok.

Payment schedule shall as stated below:

100% of the total amount will be paid as per individual Local Purchase Order (LPO), but subject to complete delivery, acceptance and confirmation from the recipient of the satisfactory quality and quantities of materials.

16. Selection Criteria

Awarding criteria:

- 65% Price
- 20% Delivery Time
- 15% References

The assigned points per listed criteria for the price and delivery time will be calculated in reference to the obtained proportion from the best offer criteria's result in comparison to the offered value per criteria (multiplied by 0.65 and 0.20 respectively).

Awarding Criteria Summary (Points allocation)

<i>Price (X)</i>	<i>0.65</i>	<i>65 points</i>
<i>Delivery Time (Y)</i>	<i>0.20</i>	<i>20 points</i>
<i>Reference (Z)</i>	<i>0.15</i>	<i>15 points</i>
Total	1	100%

Evaluation Criteria: References (to be used for evaluation of bids)

	References	Score (points)
1	5 previous framework contracts with INGOs or UN	15
2	4 previous framework contracts with INGOs or UN	12
3	3 previous framework contracts with INGOs or UN	9
4	2 previous framework contracts with INGOs or UN	6
5	1 previous framework contract with INGOs or UN	3

Exclusion criteria

Any of the following documents missing or not duly filled, will be considered a reason for exclusion:

- Annex I, Annex II, Annex III, Annex IV
- Company registration documents or Contractor union ID

17. Tender Conditions

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authorities must be written in the language of the procedure, which is English.

Quotations must specify all details according to the tender text. Incomplete offers and offers that arrive later than the deadline for reply will be automatically excluded. All responses will be opened by the Welthungerhilfe tender committee.

Suppliers who do not receive a written feedback within twenty-five (25) working days after the expiry of the deadline have not been successful.

The offer has to have a validity of a minimum of thirty (30) calendar days following the tender deadline.

The deadline for receiving Questions about this tender is: **13 March 2019 at 15:00 hours** Iraq local time. All question should be directed to: tender.iraq@welthungerhilfe.de

The answers will be sent by e-mail on **14 March 2019**.

The Contracting Authority in Duhok must receive the tenders before:

24 March 2019 at 12:00 noon Iraq local time

The Tender Package must include all the documents specified in Article 10 of these Instructions and be sent to the following address:

**Deutsche Welthungerhilfe
Peshnas Street 51
Masika Roj AVA, 99451 Duhok
Republic of Iraq**

The Tender Package must be submitted in a sealed and stamped envelope with the following information:

- a) To Welthungerhilfe or WHH
- b) The reference code of this tender: **IRQ 1021-TND-FWA-011**
- c) The company name (Your Company)

OFFERS SENT BY E-MAILS OR FAX WILL NOT BE ACCEPTED OR CONSIDERED.

The following Annexes form part of this Tender Documentation:

- I. Pre-qualification of Suppliers
- II. Quotation Summary
- III. References
- IV. Itemized Quotation Form

Annex I: Pre-Qualification of Suppliers *(Page 1/3)*

Company Name	
Phone Number & Email	
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	

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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/1169(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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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 or CEO, Name in Block letters, Stamp

ANNEX II: Quotation Summary

Write in English and **PRICE IN USD** (English numbers)
Dully fill out all grey marked areas!

No	Description	Total Price, USD
1	The Total Price for the Supply of Construction Materials, including transport cost	
TOTAL PRICE IN WORDS:		
<u>Bank details</u> Recipient Name: <input type="text"/> Bank Name : <input type="text"/> Account No. : <input type="text"/> SWIFT Code : <input type="text"/> IBAN : <input type="text"/>		
Delivery time from signing the individual Purchase Order		<input type="text"/>

The offer will remain valid 30 days after submission of the offer

I, undersigned agree, these prices are for the goods and materials meeting the requirements as indicated in Annex II of this tender and to the packing, transport, delivery and other conditions mentioned in this tender.

Note: Any discrepancies from the given technical requirements or other discrepancies need to be explicitly mentioned.

Name and Date

Signature and Stamp

ANNEX III: References

Please indicate only references for related contracts or contracts with NGO's or UN agencies

No	Name of Organization	Contact person	Mobile and Email	Type of contract
1				
2				
3				
4				
5				
6				
7				

IF YOU HAVE MORE REFERENCES - PLEASE COPY AND COMPLETE THIS SAME PAGE AND CONTINUE.

References which are not written in this page, will not be considered

Name and Date

Signature and Stamp

ANNEX IV: Itemised Quotation Form

The unit price of each item shall include the cost of an item, packaging, transportation, Taxes, ICR and any other overhead expenses.

Construction Materials				
#	Item	Quantity	Unit	Price, USD
A	Concrete Material + Garden sand			
1	Portland cement used for concrete works, good quality available in local market	1	ton	
2	Fine sand used for concrete works and plastering works	1	m3	
3	Good quality sand zone4, Garden sand	1	m3	
4	Normal gravels using for concrete works	1	m3	
5	Crushed Gravel	1	m3	
B	Concrete block			
1	Solid blocks, Dimensions 40*20*15cm	1	pcs	
2	Hollow Blocks, Dimensions 40*20*20cm	1	pcs	
C	Stone			
1	Natural stone using for building walls	1	m3	
2	Crushed stone	1	m3	
3	Sub-base, Types A , type B and type C,	1	m3	
D	Reinforcement bars			
1	Reinforcement bars 10 mm bars	1	ton	
2	Reinforcement bars 12mm bars	1	ton	
3	Reinforcement bars 16mm bars	1	ton	
4	Reinforcement bars 20mm bars	1	ton	
E	BRC mesh			
1	BRC mesh 7*7cm C/C, 6mm diameter	1	m2	
2	BRC mesh 7*7cm C/C, 4mm diameter	1	m2	
3	BRC mesh 10*10cm C/C, 6mm diameter	1	m2	
4	BRC mesh 10*10cm C/C, 4mm diameter	1	m2	
5	BRC mesh 15*15cm C/C, 6mm diameter	1	m2	
6	BRC mesh 15*15cm C/C, 4mm diameter	1	m2	

F	Wood			
1	Wood timber, 10*2.5*400cm (100 pcs)	1	m3	
2	Plywood panel, 124*244cm, 18mm thickness, good quality like Indian or equal it.	1	pcs	
G	Tiles			
1	Good quality of mozaic, 40*40cm	1	m2	
2	Good quality of Ceramic, 60*60cm	1	m2	
3	Good quality of Ceramic, 30*10cm	2	M.L	
4	Good quality of Ceramic, 30*60cm	3	m2	
5	Good quality of Ceramic, 30*30cm	4	m2	
6	Ordinary portland white cement	1	ton	
H	Suspended ceiling and PVC Plastic			
1	Good quality of suspended ceiling (gypsum board), 60*60cm with metalic frames	1	m2	
2	Good quality of suspended ceiling for bath room (plastic) with metalic frames	2	m2	
2	PVC plastic for making PVC doors and Windows	1	m2	
I	Iron hollow section and iron angles			
1	Iron hollow section 25mm x 25mm x 2.5mm thickness length 6 m	1	pcs	
2	Iron hollow section 50mm x 50mm x 2.5mm thickness length 6 m	1	pcs	
3	Iron hollow section 80 mm x 40mm x 2.5mm thickness length 6 m	1	pcs	
4	Iron hollow section 80 mm x 80 mm x 3mm thickness length 6 m	1	pcs	
5	Iron hollow section 100mm x 100mm x 3mm thickness length 6 m	1	pcs	
6	Iron angle 30mm x 30mm x 3mm thickness length 6 m	1	pcs	
7	Iron angle 50mm x 50mm x 3mm thickness length 6 m	1	pcs	
8	Iron pipe 4 inch dia. 3mm thickness length 6 m	1	pcs	
9	Iron pipe 3 inch dia. 3mm thickness length 6 m	1	pcs	
J	Sandwich panels and corrugated iron sheet			
1	5cm thickness, foam density 40kg/m3	1	m2	
2	10cm thickness, foam density 40kg/m3	1	m2	
3	Corrugated iron sheet 1mm thickness	1	m2	
K	Paint			
1	Good quality of internal room emulsion acrylic paint	1	bucket (20kg)	

2	Good quality of external emulsion acrylic paint.	1	bucket (20kg)	
3	Good quality of internal room oil paint and metal paint	1	can(3.5L)	
4	painting brush 1" for painting windows, doors...etc.	1	pcs	
5	painting brush 2" for painting windows, doors...etc.	1	pcs	
6	painting brush 3" for painting windows, doors...etc.	1	pcs	
7	painting brush 4" for painting windows, doors...etc.	1	pcs	
8	painting brush roller good quality in the market	1	pcs	
9	tape for boundary of paint for walls between oil paint and emulsion acrylic paint	1	set(12pcs)	
10	metal brush + blade for cleaning metallic doors and windows	1	pcs	
L	Gypsum			
1	Gypsum, White Gypsum for plastering	1	ton	

Please stamp and sign this offer form

Prepared By (Name) _____

Position _____

Date _____

Signature _____

Company Name _____

(Organizational Stamp)