

INVITATION TO TENDER

Cooperative Consultancy for Establishment of 3 Cooperatives

Our Ref. TUR1008-TND-003-HTY

Antakya 10.08.2021

Dear Sir/Madam,

Welthungerhilfe (WHH) was established in 1962. It is today one of the largest private organizations working at 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, the United Nations and other worldwide recognized donors.

Today we are in the market with this **Restricted Tender** for the acquisition of Cooperative Consultancy services for establishing 2 women's cooperative at Hatay and Gaziantep, 1 Mushroom production cooperative at Hatay within the scope of our humanitarian aid activities in Turkey.

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

Procurement Department

procurement.turkey@welthungerhilfe.de

Patron:
Federal President Frank-Walter Steinmeier

Supervisory Board (honorary):
Marlehn Thieme, President
Prof. Dr. Joachim von Braun, Vice-President Dr. Bernad Widera, Chairman of the Finance Committee
Amadou Diallo
Rita Lanjus-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

1. General remarks and special condition

The required service must be in accordance with the specifications mentioned in the attached terms of reference (Annex 1).

2. Specification / Quantity

The scope of the service must be as per attached terms of reference (Annex 1).

3. Delivery of service conditions

All reports shall be presented in English, both in PDF and Microsoft Word format in electronic version.

4. Delivery schedule

Delivery schedule as mentioned in the terms of reference (Annex 1).

5. Prices

All offered prices must be indicated in the Turkish Lira (TRY) currency only. Quotations stated in other currencies will not be considered during the awarding process. Prices must include, transportation, accommodation, all other expenses, value added Tax VAT, Stamp tax, and all applicable taxes (local price).



6. Ordering Party

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

7. Consignee

Welthungerhilfe Turkey Hatay Office
Cebrazil Mah. Karaođlanođlu Cad.
Konak Apt. K:3/5 No:14/B Antakya/Hatay
Turkey

8. Tender Documents to be submitted

Following documents must be submitted before tender closing:

- Written quotation in Turkish Lira (TRY) currency included of prices as indicated in paragraph 5. (Prices of this document on company's letter head paper (duly stamped and signed in a PDF format). (Annex 2 Quotation Form (Financial Proposal))
- Registration documents (commercial registry gazette, chamber of commerce registration, list of authorized signatures, company's owner's identity information) or similar (applicable for new companies who did not previously sign contracts with Welthungerhilfe)
- Copy of VAT/Tax Registration (updated)
- Company profile (applicable for new companies who did not Sign contract with WHH previously)
- References/Work History, that includes types of projects that have been implemented previously
- Pre-qualification of suppliers (refer to Annex 2)
- FIN-WHH-02 – Service Provider/Supplier Privacy Notice & Explicit Consent (please sign the form, refer to Annex 3 attached.)
- Technical and Financial Proposals specified in the Terms of Reference (details is given below)

The proposals should include:

A. Technical proposal:

1. Detailed methodology on how the consultant intends to achieve the objectives and outputs outlined in this term of reference. (Annex I)
2. An illustrative work plan.
3. Management plan, including CVs of key personnel (project manager/lead, sector experts (if any), etc.) and their experience relevant to this type of work.
4. Staffing plan of personnel working on the project. Please specify all staff needed for this work.
5. Examples of previous consultancy services rendered in similar context.
6. References/Work History

B. Financial Proposal:

1. Price in Turkish Lira (TRY) must include, transportation, accommodation, all other expenses, Value Added Tax (VAT), Stamp tax, and all applicable taxes (local price). (Annex 2 Quotation Form (Financial Proposal))
Following documents will be requested from the Consultant after firm order:
 - Original Commercial Invoice (addressed to Welthungerhilfe, Turkey)

9. Payment Conditions

(1) WHH shall generally make payment through banking channels to Contractor within 30 working days upon receipt of the the invoice and other documents/reports that may be specified in the Contract, to be sent directly to Welthungerhilfe Turkey Hatay office, Cebrazil Mah. Karaođlanođlu Cad. Konak Apt. K:3/5 No:14/B Antakya/Hatay

(2) 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.

(3) 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.

(4) 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.

10. Penalties

(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 14 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.

11. Selection Criteria

Welthungerhilfe will prioritize the quotations as follows:

- Tenderers not providing the requested quotation included of prices as indicated in the Article 5 (Prices) of this document duly signed and stamped with the other documentation as listed in the article "8. Documents" as requested, will be by automatism excluded from this competition.

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

1. 60 % technical (refer to article 8 "Tender Documents" A. Technical proposal: CV of Consultant team, references/work experience, etc.)
2. 40 % financial (price)

The evaluation of proposal shall be done in two stages. During the first stage, the technical part of the proposal will be evaluated and rated. The technical part shall be evaluated based on the technical proposal (Methodology, experience, references, etc.)

If the applicants did not meet the minimum technical scoring set by WHH, their financial offer may not be evaluated.

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.

12. Force Majeure

Given the volatile situation in the region, the report submission might be cancelled or delayed due to the event of force majeure like changes in rules and regulations of Turkey, military operations, natural disasters etc. In such case, it is Welthungerhilfe's right to cancel/ terminate the contract or suspend.

13. Termination

The Company must act in accordance with the Core Humanitarian Standard (Annex 4 attached) and Anti-Terrorism Policy (Annex 5 attached) and the laws of the country of operation (Turkey). If Welthungerhilfe finds that the Company is not discharging its duties according to the above-mentioned standards and to this term of reference; it may at any time unilaterally terminate the contract and holds the consultants liable for all damages, financial and otherwise including advance payments.

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 Condition:

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

Quotations shall specify all details according to the tender text. Suppliers who do not receive written feedback in three weeks after the deadline for the bid submission shall have to consider their bid as being unsuccessful.

Suppliers shall submit the financial offer online by below given EU supply web tendering portal **NOT later** than 27th of August 2021, 16:00 CET time.

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

The related EU-Supply RFT id reference of the tender invitation is **276735**, and the tender reference is TUR1008-TND-003-HTY.

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/login.asp?B=>

In general, all the inquiries about the concerned competition can be submitted through the EU Supply platform directly latest by 23rd of August 2021 12:00 CET Time but in case of having any additional questions on how to access to the EU Supply platform, please address your question to procurement.turkey@welthungerhilfe.de (with mention: tender TUR1008-TND-003-HTY)

This tender invitation is valid without signatures!

Annex 1: Terms of Reference (TOR)- Consultancy Services for establishing 2 women's cooperatives and 1 mushroom production cooperative

Project Title: Promoting Agricultural Livelihoods and Social Cohesion for Turkish and Syrian Communities-PALS

Welthungerhilfe (WHH) is one of the largest nonprofit aid organizations in Germany with no political or religious affiliation. It was founded in 1962 under the umbrella of the UN Food and Agricultural Organization (FAO) and is operational in Turkey since 2013.

The project "Promoting Agricultural Livelihoods and Social Cohesion for Turkish and Syrian Communities – PALS" operates within the framework of the "PEP-Promotion of Economic Prospects" programme which is financed by the German Federal Ministry of Economic Cooperation and Development (BMZ) and implemented by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) in cooperation with Welthungerhilfe (WHH).

Objective of the Consultancy Services

The services to be rendered by this consultancy explained by this Term of Reference (TOR) aim at providing technical expertise and assistance to Welthungerhilfe Turkey in order to meet its objectives related to the project "Promoting Agricultural Livelihoods and Social Cohesion for Turkish and Syrian Communities – PALS".

The overall objective of the PALS project is to increase the resilience, social inclusion and self-reliance of vulnerable refugee and Turkish families by increasing their skills, employability/income-earning opportunities through their engagement in the food processing and mushroom production.

PALS project will support the targeted households living in Hatay and Gaziantep to establish cooperatives.

Scope of the Consultancy Services

The consultant will provide consultancy services for the establishment of two women cooperatives in Gaziantep and Hatay and a Mushroom production cooperative in Hatay.

The Consultant will identify and lead the process for the establishment of three cooperatives (two women cooperatives and 1 mushroom production cooperative), their governance mechanisms, and their modus operandi and provide technical support, strategic and legal advice, and guidance to WHH for the establishment and management of the cooperatives.

1. Expected Outputs of the Consultancy Services

1.1 Risk and SWOT Analysis

- The Consultant will prepare a risks matrix and related mitigation actions and will conduct a SWOT analysis for the 3 cooperatives.

1.2 The Consultant will develop the cooperatives modus operandi, strategic plan, and prepare a detailed proposal about the governance structure in line with PALS objectives and with the country legal framework.

1.3 Training

- The Consultant will develop a training and coaching program for the cooperatives members to enable them to acquire the necessary skills to properly run the cooperatives base on democratic principles and simultaneously generate profit to ensure financial sustainability of the initiative.

1.4 Selection of Cooperative Partners

- The Consultant will develop a skill assessment form to determine the tendency to the cooperative business model, the business line of the cooperative, and the cooperative roles (bookkeeping, marketing, etc.).
- The Consultant will analyze the outcomes of the skills assessment filled in online or offline/physically by the candidates (with the support of the field team) and will develop a capacity building plan for the beneficiaries.
- The Consultant will organize One-to-one or collective (max. 15 people) information sessions (info-sessions) with the identified potential partner candidates for a total of 8 times.
- The Consultant will contribute to the preparation and implementation of beneficiary performance evaluation processes.

1.5 Cooperative Establishment Transactions Consultancy

- The Consultant will prepare three separate and original articles of association for three cooperatives
- The Consultant will liaise with the Ministry of Commerce, General Directorate of Trade, Craftsmen and Cooperatives and with the Organization Department of the Ministry of Agriculture and Forestry and obtain the approval of the articles of three associations.
- The Consultant will provide a report related which includes the SMMM and Legal Counsel for the prepared articles of 3 associations. (Process evaluation shall be carried out between WHH and the consultant in this process)

1.6 Cooperative Policies and Procedures

- The Consultant will develop the cooperatives' organizational and governance policies and procedures¹ and the modus operandi in line with the cooperatives visions, mission and objectives agreed with WHH and with Turkey legal framework and internationally recognized standards.

1.7 Lessons Learnt

- The Consultant will prepare a report which includes the initiative lessons learnt and recommendations that will be presented to WHH and used for informing and designing future project proposals.

2. Other Services and Conditions:

- The Consultant will contribute to knowledge management by providing draft content for briefing and communication materials.
- The Consultant will appoint a "Focal Point" for overall coordination, who shall serve as WHH's day-to-day primary contact.
- The design and preparation of all necessary documents and the development of training and coaching packages will be carried out in accordance with existing local regulation, policies, and guidelines and in respect to internationally recognized standards and principles.

¹ *Finance and Accounting Procedures, Purchasing and Logistics Procedures*

- The Consultant’s scope of services will cover all activities necessary to accomplish the stated objective and deliverables of this prospective consultancy service while adhering to internally recognized best practices of the cooperative’s administration and cooperative and production management. The scope of services will include all the deliverables necessary to achieve the objectives described above.
- WHH may request from the consultant to provide additional support given the complexity of the Project.

3. Expected Deliverables, Services and Timeframe

- The duration of the assignment is **115 days**. The expected start date of Consultancy services is 01.09.2021. The consultant will commence the services with immediate effect following the signature of the Consultancy Service Contract with WHH.
- The following table summarizes the main activities and expected deliverables against the targeted submission deadlines.

Stage	Deliverable	Tentative Target Deadline
1	Preparation and presentation of the risk matrix and related mitigation measures and SWOT analysis for the cooperatives	10 days (expected delivery date: 15.09.2021)
2	Development and presentation of cooperatives organizational and governance structure, strategic plan, and modus operandi.	10 days (expected delivery date: 29.09.2021)
3	Preparation and presentation of the training and coaching programme for cooperatives	5 days (expected delivery date: 06.10.2021)
4	Documentation and presentation of the work plan to establish the cooperatives.	10 days (expected delivery date: 20.10.2021)
5	Organizing and reporting information sessions with potential partner candidates	15 days (expected delivery date: 10.11.2021)
6	Preparation of skill assessment forms, implementation, analysis, evaluation, and reporting	15 days (expected delivery date: 01.12.2021)
7	Contributing and documenting the performance evaluation process	5 days (expected delivery date: 08.12.2021)
8	Preparation and presentation of Cooperative Policies and Procedures	15 days (expected delivery date: 29.12.2021)
9	Preparation of 3 separate and original main agreements of association for three cooperatives	20 days (expected delivery date: 26.01.2022)
10	Preparation and submission of proposal document with lessons learned	10 days (expected delivery date: 09.02.2022)

4. Qualifications of Consultant

The consultant is expected to have:

- Experience in establishing cooperative.
- Experience in the development of an organizational structure and governance policies for cooperatives.
- Experience in working with women-led businesses, cooperatives or social enterprises.

- Knowledge in socio-economic development for refugees and/or other disadvantaged groups.
- Knowledge on gender sensitivities and importance of gender inclusion and women empowerment, particularly in the humanitarian/refugee context.
- Knowledge about the humanitarian response in Turkey, Regional Refugee Response Plan (3RP).
- Knowledge about national and international legal framework and models related to cooperative establishment, modus operandi, governance.

The consultant is expected to have a skilled and experienced team for the successful accomplishment of this TOR objectives and deliverables. The consultant must ensure that her/his team will be available for the agreed-upon timetable and work plan. Planning and meeting arrangements should be agreed upon as a best practice to avoid any conflicting schedules or commitments.

5. Deliverables

All deliverables shall be received and approved by Welthungerhilfe Turkey and the workplan must clearly include timeframes for Welthungerhilfe's review and approval and for the contractor to address Welthungerhilfe feedbacks and questions. All reports shall be presented in English, in electronic version.

6. Evaluation Criteria for Awarding the Cooperative Consultancy Service Offers

A. Financial Proposal 40%

B. Technical Proposal 60 %

- Detailed methodology on how the consultant intends to achieve the objectives and outputs outlined in this ToR.
- An illustrative workplan.
- Management plan, including CVs of key personnel (project manager/lead, sector experts (if any), etc.) and their experience relevant to this type of work.
- Staffing plan of personnel working on the project. Please specify all staff needed for this work.
- References/Work History.

7. Tentative Payment Terms

- 1st installment 20%: Payment will be released upon completion of Stage 4 (delivery number 1)
- 2nd installment 30%: Payment will be released upon completion of Stage 7 (delivery number 2)
- 3rd installment 30%: Payment will be released upon completion of Stage 9 (delivery number 3)
- 4th installment 20 %: Payment will be released upon completion of Stage 10 (delivery number 4)

Payment terms and schedule will be negotiated with the Consultant in relation with the deliverables at the Contracting stage.

Annex 2: 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.

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