

INVITATION TO TENDER

Vehicle Rental for WHH Turkiye Office
Our Ref. TUR1029-TND-002 RFT 367467
TUR1029-SPR-033-GZT

Gaziantep 22.05.2024

Welthungerhilfe was established in 1962. It is today one of the largest private organizations working in the area of development cooperation and humanitarian aid in Germany. Non-profit-seeking, non-partisan and non-denominational. Donations from the population at large fund our work in Africa, Asia, and Latin America. In addition, Welthungerhilfe receives grants from the Federal German Government, the European Union, USAID/OFDA, the United Nations, and many other worldwide recognized donors.

Today, we are in the market in order to establish a Framework agreement with one or more suppliers to rent vehicles during 1 year for our offices within Turkiye (talep edilen hizmetin detayları 2. maddede belirtilmiş olup, çerçeve anlaşma kapsamında 1 yıl süreyle, olası uzatma imkanıyla birlikte satın alınacaktır.)

Welthungerhilfe reserves the right to change the required quantity. In addition, Welthungerhilfe reserves the right to divide the order into lots and to award the lots to various bidders. However, Welthungerhilfe prefers to place the order with one supplier only.

1. General remarks and special condition

The required service must be in accordance with the specifications mentioned below in Paragraph 2.Specification/ Quantity.

Deutsche Welthungerhilfe e.V.
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Procurement Department

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Patron:
Federal President Frank-Walter
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Supervisory Board (honorary):
Marlehn Thieme, President
Prof. Dr. Joachim von Braun, Vice-
President
Norbert Geisler, Chairman of the
Finance Committee
Amadou Diallo
Rita Lanius-Heck
Prof. Dr. Conrad Justus Schetter
Dr. Tobias Schulz-Isenbeck

Chief Executive Officer:
Mathias Mogge

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

Member of Alliance 2015,
International NGO Network



2. Specification / Scope of Service:

Please offer for the listed items below:

No	Type of Car	Specification	Location	Quantity	Period of Rent	
					Starts	Ends
1	8 + 1 minivan	Automatic transmission, Gasoline or Diesel Engine similar to mercedes vito	Gaziantep	1	1 st of July 2024	End of Jun 2025
			Mardin	1	1 st of July 2024	End of Jun 2025
			Hatay	2	1 st of July 2024	End of Jun 2025
			Adiyaman	1	1 st of July 2024	End of Jun 2025
2	Compact SUV	SUV Segment C, Automatic transmission, Gasoline Engine SUV C-segment	Gaziantep	6	1 st of July 2024	End of Jun 2025
			Mardin	1	1 st of July 2024	End of Jun 2025
			Hatay	2	1 st of July 2024	End of Jun 2025
			Adiyaman	1	1 st of July 2024	End of Jun 2025
3	Sedan or Crossover Car	Sedan/Crossover car, Automatic Gasoline engine C segment	Mardin	2	1 st of July 2024	End of Jun 2025
4	Driver Driver	5 years working experiences (note the driver will be subject to driving test by his supervisor)	Adiyaman,	2	1 st of July 2024	End of Jun 2025
			Mardin	1	1 st of July 2024	End of Jun 2025

- Basic Equipment: A/C, Electronic windows, Bluetooth connection for a Mobilephone.
- Vehicles are to be rented without a driver.
- All maintenance, spare tire, winter tires and tires changes, First aid kit and fire extinguisher included. Max. 90.000 km and 2018 and above model.
- Kasko and Traffic insurance must be included. Kasko must cover passengers. KASKO full coverage insurance. KASKO insurance will not be less 1000,000 TL for each person to cover expenses of injuries and/or compensates of
- Worthless registered cars will not be accepted/Pert kayıtlı araç kabul edilmeyecektir.
- SUV and Sedan cars must be gasoline or diesel engine and automatic.
- If the prices are similar to each other automatic will be preferred.
- If prices are similar Higher model and lower km will be preferred.
- Minivan 8+1 can be automatic or manual gear will be option and diesel or gasoline engine.
- If the prices similar to sedan, crossover or SUV, then SUV can be preferred.
- Its is under the vendor responsibility to deliver the cars in the province of the order
- The vendor must provide replacement vehicle during maintenance, accident repairing vehicle
- The vendor must provide replacement driver during driver absense, during his/her leave.
- Above timelines might change in accordance to the project extensions.
- Within the framework agreement, the Contracting Authority is not bound to rent all mentioned vehicles in Paragraph 2. Specifications/Quantities. In addition, the Contracting Authority can rent additional cars that are not mentioned in Paragraph 2. Specifications/ Quantities.
- The Bidder shall ensure that the vehicle is equipped with:
 - Warning sign
 - First aid kit

- Fire extinguisher
- Spare tire
- Spare Key
- High lift jack
- Towing rope
- Winter tire supply-change at the winter season
- The bidder will provide an expert to support WHH staff to full fill procedures for the insurance policy in case of any traffic accident.

3. Prices

All offered prices must be indicated in the EUR (EURO) currency only. Quotations stated in other currencies will not be considered during the awarding process. Prices must include all taxes and fees. **All prices must be valid at least for 1 year.**

4. Ordering Party

Welthungerhilfe Türkiye
Binevler Mh. Şehit Sait Güneri Sk. No:8
Şahinbey / Gaziantep / Türkiye

5. Consignee

Welthungerhilfe Türkiye
Binevler Mh. Şehit Sait Güneri Sk. No:8
Şahinbey / Gaziantep / Türkiye

6. Documents

The following documents must be submitted before tender closing:

- Copy of VAT certificate form or similar (must be updated (inc. 2023)).
- Copy of company registration forms. (Commercial newspaper, chamber of commerce...etc.)
- Reference list.
- Annex I Supplier Declaration Form (filled and signed)
- Annex II Quotation Form (filled and signed)
- Annex III Technical Offer (filled and signed)
- Annex IV Terms and Conditions for International Procurement of Goods and Services (signed)
- Annex V FIN-WHH-02 – Service Provider/Supplier Privacy Notice & Explicit Consent (filled and signed)

The following documents will be requested from the selected vendor after the firm order:

- Original E-Archive Invoice (addressed to Welthungerhilfe, Türkiye)

7. Payment Conditions

Rental fees will be paid in monthly instalments within 15 (fifteen) working days from reception of the corresponding invoice. Payment shall be made via bank transfer to the contractor's account.

NOTE: Invoices, based on the WHH office's request may divided into parts.

8. Penalties, the 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 the 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.

9. Force Majeure

Due to the event of force majeure like changes in rules and regulations of Türkiye, military operations, natural disasters, etc. In such a case, Welthungerhilfe has the right to cancel/ terminate the purchase order or suspend deliveries until it is possible.

10. Selection Criteria

Welthungerhilfe will prioritize the quotations as follows:

- **Tenderers not providing the requested quotation including prices as indicated in paragraph 3 (Prices) of this document duly signed and stamped with the other documentation as listed in the article "11. Documents" as requested will be by automatism excluded from this competition.**

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

- **100% Price**
- **Pass/fail in accordance with the specifications advertised.**

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

The technical and financial offers are subject to negotiations. Welthungerhilfe reserves the right to negotiate the submitted offers as per awarding criteria. (Teknik değerlendirmeler ile sunulan Fiyat teklifleri müzakereye açıktır. Welthungerhilfe, kriterlere göre sunulan teklifleri müzakere etme hakkını saklı tutar.)

11. 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/>

12. Offer Conditions

Quotations should be valid for one year at least.

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

The application must be performed online through the following web tendering portal not **later than the 06th of Jun 2024, 15:00 CET**, and 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 RFT 367467, and the tender reference is TUR1029-TND-033-GZT.

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 a new supplier through the following web thread:

<https://eu.eu-supply.com/ctm/Company/CompanyRegistration/RegisterCompany>.

In general, all inquiries about the concerned competition and questions can be submitted through the EU Supply platform directly latest by the **30th of May 2024 at 10:00 am CET time**, but in case of having any additional questions, please contact us at the following email address:

procurement.turkey@welthungerhilfe.de

(with mention: tender TUR1029-TND-033-GZT.)