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**Invitation to Tender (ITT) for the Supply and Installation of Modular, Prefabricated Buildings (Office, Sanitary Facilities, Security Guard Posts and Tent Structures) under a Firm Fixed-Price Contract**

**Reference: ADA-E-21777**

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| **GOAL is completely against fraud, bribery and corruption****GOAL does not ask for money for bids. If approached for money or other favours, of if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email** **speakup@goal.ie****Please provide as much detail as possible with any reports** |

# About GOAL

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over 60 countries and responded to almost every major humanitarian disaster. We are currently operational in 13 countries globally. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date**  |
| 1 | ITT published.  | Friday, May 7th, 2021 |
| 2 | Closing date for clarifications | Friday, May 21st, 2021 |
| 3 | Closing date and time for receipt of Tenders | Friday, May 28th, 2021 |
| 4 | Tender Opening Location | GOAL Head Office, First Floor, Carnegie House, Library Road, Dun Laoghaire, Co. Dublin, A96 C7W7, Republic of Ireland |
| 5 | Tender Opening Date and time  | Monday, May 31st, 2021 |

# Overview of requirements

## Service or Supply Specification

GOAL invites prospective suppliers to submit tenders for the supply and installation of modular, prefabricated buildings as described briefly in **Table 1** below and in more detail in **Appendix 6 Technical Specifications.**

**Table 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Intended Use** | **Estimated Area m²** | **Type of Manufacturing** | **Structure** | **Explanation** |
| **Lot 1** |
| **1** | **Interview Room 1** | 10 | Prefabricated | Prefabricated Building 1 | All prefabricated buildings shall be positioned in the direction of east-west and the roof pitch direction shall be designed as facing south. The solar panels to be installed later are planned to be placed on these roofs. The design shall be made by taking the panel weights into consideration while calculating the roof weight. |
| **2** | **Interview Room 2** | 10 | Prefabricated |
| **3** | **Interview Room 3** | 10 | Prefabricated |
| **4** | **Interview Room 4** | 10 | Prefabricated |
| **5** | **Interview Room 5** | 10 | Prefabricated |
| **6** | **Program Room** | 100 | Prefabricated |
| **7** | **Cooperative / Meeting Room**  | 50 | Prefabricated |
| **8** | **System Room** | 30 | Prefabricated |
| **9** | **Driver Room** | 10 | Prefabricated |
| **10** | **Toilet 1** | 3 | Prefabricated |
| **11** | **Toilet 2** | 3 | Prefabricated |
| **12** | **Accessible Toilet** | 4 | Prefabricated |
| **13** | **Kitchen** | 15 | Prefabricated |
| **14** | **R&D / Municipality** | 30 | Prefabricated |
| **15** | **Toilet (30 pieces)**  | 90 | Prefabricated | Prefabricated Building 2 |
| **16** | **Shower (6 pieces)** | 20 | Prefabricated | Prefabricated Building 3 |
| **17** | **Ablution Area** | 15 | Prefabricated |
| **18** | **Changing Room** | 90 | Prefabricated |
| **19** | **Prayer Room** | 15 | Prefabricated |
| **20** | **Guard Post (2 pieces)** | 5 | Ready Structure | Ready Structure | The posts will be located at the gate entrances. |
| **Lot 2** |
| **21** | **Machine, Equipment, Storage Area** | 200 | Tent | TENT 1 | The tent shall be divided with a folding screen and half shall be used as machine/equipment area and the other half as storage area.  |
| **22** | **Kid-zone / Resting Area & Food Court** | 200 | Tent | TENT 2 | The tent shall be divided with a folding screen and half shall be used as kid-zone and the other half as resting area.  |

**Tenderers can submit offers for both Lot 1 and Lot 2 or if so wish either for Lot 1 and Lot 2 but for all items in each Lot. Please see Appendix 5. Financial Offer for further details.**

The Tenderer shall review carefully the technical specifications and requirements as set forth in Appendix 6 and if required shall place a clarification request as per section 4.2 below of this ITT.

**The technical parameters must meet or exceed minimum specification requirements outlined in Appendix 6 Technical Specifications.**

## The service being offered must be in line with the following requirements.

**ARTICLE 1 -** **PARTIES AND DEFINITIONS**

Within the framework of this technical specifications hereby, GOAL TURKEY is referred to as the ADMINISTRATION and the real persons or legal entities taking the responsibility for “**Supply and Assembly of Prefabricated** **Office Building, WC Building, Changing Room-Living Space Building and Social Tent for Seyhan-Yenimahalle Neighborhood”** are referred to as the CONTRACTOR. The real persons or legal entities who perform part of the work subject to the contract based on the contract made with the CONTRACTOR is referred to as the SUB-CONTRACTOR. Any contractual construction work, assembly and manufacturing is referred to as the WORK.

**ARTICLE 2 – SUBJECT**

The subject of this Technical Specifications hereby is with respect to the **“Supply and Assembly of Prefabricated Office Building, WC Building, Changing Room-Living Space Building and Social Tent for Seyhan-Yenimahalle Neighborhood”** the flawless and full completion of the works and manufacturing shown in the projects in compliance with the standards given and art and science rules and fully usable turn-key delivery to the ADMINISTRATION. This Technical Specifications hereby specifies the fundamental principles to be implemented by all sub-divisions within the body of the work and shall be interpreted with the agreement, general technical specifications and projects. The unit price tariffs with respect to the poses in the site list shall be assessed together with the tender documents and the descriptions shown or indicated shall be deemed as accepted by the CONTRACTOR. The manufacturing is one and shall be considered together with the sub-manufacturing (manufacturing components, accessories and etc.).

**ARTICLE 3 - NOTIFICATIONS, CONFIRMATIONS, APPROVALS, DOCUMENTS AND DETERMINATIONS**

1. All kinds of communication between ADMINISTRATION, CONTRACTOR and building inspection officer are made in writing.
2. According to the contract, when a permit, approval, document, consent or determination, notice, call or invitation is required by any person, these will be in writing unless the parties agree otherwise.

**ARTICLE 4 - DELIVERY OF THE WORKPLACE TO THE CONTRACTOR**

1. After the contract is signed, in order to start the work within the period specified in the contract, the workplace, axis piles, bases, benchmarks and the like according to the tender project and site list, will be checked on the project site, route, ground or similar places, and the building inspection officer assigned by the ADMINISTRATION delivered to the CONTRACTOR by the commission where it is located. A report is drawn up between the two parties on this matter.
2. The site is delivered to the CONTRACTOR by the site delivery report. However, if it is stated in the site delivery report that the site delivery will be realized if the report is approved, the site delivery shall be made on the date when the approval of the report is notified to the CONTRACTOR. With the delivery of the site, the duration of the WORK starts.
3. The CONTRACTOR is obliged to protect the piles and benchmarks in the workplace delivered to him until the end of the work and, if any, the axial piles for earthworks, after these works are completed, they must be replaced according to the length and cross-section.

**ARTICLE 5 - PROTECTION AND INSURANCE OF THE WORK AND WORKPLACE**

The CONTRACTOR is responsible for the protection of all kinds of vehicles, materials, equipment, work and service machines, vehicles, facilities and the construction work subject to the contract from the commencement date until the final acceptance date. For this reason, the CONTRACTOR, during the period from the starting date to temporary acceptance, shall insure all kinds of vehicles, materials, equipment, work and service machines, vehicles, facilities and for the work subject to the contract, shall take out construction insurance in accordance with the tender, against any natural disasters such as earthquake, flood, landslide, storm, fire and against theft or sabotage, for the period between temporary acceptance to final approval shall insure in accordance with the current Construction Insurance (All Risks) General Conditions including the specified extended maintenance period coverage mentioned in the tender document.

**ARTICLE 6 - GENERAL ISSUES**

The expenses such as the fuels, maintenances and etc. of all vehicles and equipment to be used in the realization of the assembly, expenses of all damages caused by the relevant vehicles against the ADMINISTRATION and third persons and institutions during the performance of the work and expenses of all indemnifications that might arise from the relevant damages and expenses such as traffic tickets and etc. shall belong to the CONTRACTOR.

The CONTRACTOR shall organize the day and night occupational safety and traffic safety, marking and organization of the places where the work is carried out and surrounding and storage yards for the components to be used in the assembly and construction equipment parking areas in consultation with the relevant occupational safety units and traffic safety units. The CONTRACTOR shall be responsible for the expenses of all damages and indemnifications that might arise from all types of accidents and cases occurring at the relevant areas with respect to the on-site assembly.

The CONTRACTOR shall hang out direction signs to the entrances and exits of the assembly yard in compliance with the relevant legislation after work and site delivery, and the CONTRACTOR shall be responsible for the placement and protection of the relevant signs in compliance with the legislation.

In case of the incompliance of the assembly with the technical specifications, the inappropriate place shall be disassembled and re-assembled. The CONTRACTOR will not be able to demand any additional fees from the ADMINISTRATOR due to the repeated manufacturing in this way.

The CONTRACTOR, prior to starting the work is obliged to meet and inquire the relevant municipality, telecom, natural gas, electricity etc. and all relevant organizations against any damage that may be given to the infrastructure and carry out its work in coordination with these institutions. In case of the damage of the installations such as sewerage, telephone, rainwater grate, electricity, drinking water, waterproofing and etc. during the works, the CONTRACTOR shall repair free of charge.

The CONTRACTOR shall submit the samples of the components to be used for the approval of the ADMINISTRATION before the work. All types of materials shall be approved by the ADMINISTRATION. The materials not approved/accepted by the ADMINISTRATION shall certainly be not used in the assembly. When deemed necessary by the ADMINISTRATION, the samples submitted shall be tested in the laboratories of the public institutions deemed appropriate by the ADMINISTRATION or private laboratories accredited under the supervision of the ADMINISTRATION as to control whether they have the characteristics stated in the tender documents and all relevant expenses shall be covered by the CONTRACTOR. When required, the relevant technical specifications and standards shall be interpreted by the ADMINISTRATION and control engineering.

Unless otherwise stated, all materials shall be in compliance with TSI, EN, DIN and ISO standards or general technical specifications. All materials and tools used in the assembly shall have the certificate of conformity of the Turkish Standards Institution (TSI brand).

The term of “material” shall refer to all types of raw, processed or manufactured materials, equipment and machine provided by the CONTRACTOR.

The assembly workmanship shall be first class and professional quality and shall fully comply with the standards in the Technical Specifications. All components to be used in the assembly shall be the best quality and shall comply with the standards, projects, reconnaissance and technical specifications. Any components to be used in the assembly shall become final with the acceptance of the control engineering and approval of the ADMINISTRATION.

The components to be assembled shall be components produced in according to the latest technology of the relevant companies and the out-of-production components shall certainly not be used and the spare part warranty and maintenance and repair undertaking indicating the maintenance terms and conditions for the components requiring maintenance for two (2) years as of the temporary acceptance shall be provided during the approval and no fee shall be requested with respect to the relevant work. The CONTRACTOR shall be responsible for the sufficient and timely order of the components. The details or pictures of the components to be assembled shall be submitted to the ADMINISTRATION and the assembly shall start following the approval of the ADMINISTRATION. The CONTRACTOR shall be responsible for the delay and the CONTRACTOR cannot claim any right due to the delay of the assembly. One sample shall be provided for each component offered and with respect to the components for which sample cannot be provided for reasons such as weight, transportation impossibility catalogues containing the test results shall be given to the ADMINISTRATION. Components from the factory shall all be tested and only be sent to the assembly yard with the acceptance of the control engineering. One copy of the original delivery notes of all materials shall firstly be given to the control engineering. Any component, the original delivery notes of which has not been given and is not approved, shall certainly not be used.

When deemed appropriate by the ADMINISTRATION, the modification projects shall be carried out by the CONTRACTOR free of charge and approved by the ADMINISTRATION.

Depending on the nature of the work, the CONTRACTIOR shall be liable to submit the implementation detail drawings missing in the projects and drawings submitted by the ADMINISTRATION for the approval of the ADMINISTRATION. The CONTRACTOR cannot use any drawing and/or detail not approved by the ADMINISTRATION.

In case there is an unforeseeable problem in the procurement process or applicability of the components stated in the project, technical specifications and site list, the same manufacturing will be carried out by using equivalent or better-quality components upon receiving the approval of the ADMINISTRATION and the CONTRACTOR will not demand any additional charge.

In case requested by the ADMINISTRATION, the CONTRACTOR shall carry out all experiments requested by the ADMINISTRATION on the samples of the components at the worksite or in a laboratory approved by the ADMINISTRATION. All expenses with respect to the experiments shall belong to the CONTRACTOR.

Within the framework of the relevant projects, the implementations shall be carried out firstly according to the type details attached to the project and if not possible, to the details deemed appropriate by the ADMINISTRATION. In case of conflict in documents such as project, site list, application annexes, information will be requested from the ADMINISTRATION in writing about which document to comply with, and the manufacturing will continue based on the decision of the ADMINISTRATION.

In case requested by the ADMINISTRATION, the CONTRACTOR shall organize digitally dated and time stamped photographs showing the progress of the work as an attachment of the progress payment. All expenses with respect to the photo shooting shall belong to the CONTRACTOR.

**ARTICLE 7 –** **OCCUPATIONAL HEALTH AND SAFETY**

During the performance of the works, the necessary safety measures in accordance with the Labor Law dated 22 May 2003 and numbered 4857 shall be taken by the CONTRACTOR.

The CONTRACTOR shall have all the examinations and test done for the workers they employ to show that they are physically suitable and stable for this job at the start of the employment. The CONTRACTOR shall provide health status reports of the persons to be employed in all works to be carried out within the scope of the project. The CONTRACTOR cannot employ any worker at the worksite without health status report.

The CONTRACTOR shall certainly not employ any worker under the age of 18 at the assembly yard and manufacturing site.

The CONTRACTOR is in the position of the Employer directly with respect to the workers employed for the work undertaken for the manufacture and assembly. Therefore, as to prevent any occupational accident and occupational disease at the sites allocated at the assembly yards and works, the CONTRACTOR shall take all measures specified within the framework of the Labor Law numbered 4857 and all legislations regarding the Occupational Health and Safety stated in the relevant/related legislation and ensure the compliance of the workers with the relevant measures.

The CONTRACTOR shall take all technical and administrative measures regarding the Occupational Health and Safety issues within the framework of the legal legislation of the Republic of Turkey apart from the Labor Law numbered 4857 and ensure the compliance of the workers with the relevant measures.

As to carry out the assembly work safely in terms of the Occupational Health and Safety, the CONTRACTOR shall ensure all types of materials, tools and equipment; have them in the workplace; have the workers use them; train the workers thereof and to audit.

The CONTRACTOR cannot evade any type of criminal and legal responsibility due to accident that might be faced by the personnel for various reasons and shall be responsible to indemnify.

Any SUB-CONTRACTOR participating in the work during the continuance of the assembly shall comply with the Occupational Health and Safety rules and measures implemented in the workplace. The audit and responsibility of the relevant SUB-CONTRACTOR whether the rules in terms of Occupational Health and Safety are complied with belong directly to the CONTRACTOR.

The personnel of the CONTRACTOR shall have the vocational training in the works specified in the legislation and the CONTRACTOR shall certify this.

The CONTRACTOR shall be liable to submit all legal documents such as record, driving license, certificate, report and etc. required by the legislation with respect to the work to be carried out by the personnel employed to the controller before the start of the work.

The CONTRACTOR shall be liable to ensure the appropriate and necessary personal protective equipment and have the personnel use.

The CONTRACTOR shall be liable to timely carry out all necessary periodical controls, technical testing and necessary maintenance and repair works of everything used for the work such as the machines, equipment, tools, hand tools, hardware and etc. or have them done.

The CONTRACTOR shall be responsible for the timely correction of its own deficiencies determined during the inspections carried out by the labour inspectors of the Ministry of Labour and Social Security or during the inspections carried out by the employer’s means or be responsible for any administrative, penal and financial penalties imposed. In case the employer/representative does not correct these deficiencies, a deduction shall be made from the progress payment of the CONTRACTOR.

In case of any injury or death that might arise as a result of an accident occurring during the performance of the CONTRACTOR’s own work, the CONTRACTOR shall be totally responsible for the expenses arising from the treatment of the casualty or beneficiaries, other expenses and indemnifications and timely notification to the relevant official institutions.

The CONTRACTOR shall also directly be responsible against the third persons suffering and claiming right due to occupational accidents.

The CONTRACTOR shall inform the ADMINISTRATION about the personnel to be authorized for the tracking and performance of the work in its absence as employer representative.

The CONTRACTOR shall directly be in contact with the inspection authority and inspectors during the official inspections for the social insurances and labour law with respect to all types of Occupational Health and Safety issues in the unit allocated to itself in the workplace.

The CONTRACTOR shall be responsible to prevent any damage or harm that might be caused to the environment (nature) by the personnel. In case of failure to do so and in cases determined by the authorities, shall be directly responsible for the administrative-financial penalties imposed.

The CONTRACTOR shall be totally responsible for the expenses that might arise from the treatment of the damages and harms caused to third parties, other expenses and indemnifications and timely notification to the relevant official authorities.

The CONTRACTOR shall comply with the legal regulations regarding the technological progresses and working conditions for the healthy and safe performance of the work at the worksite.

The CONTRACTOR shall provide the necessary trainings to its employees on Occupational Health and Safety and notify the instructions and methods relating to the matter in writing.

The CONTRACTOR shall be liable to use all purpose (information, direction, warning and etc.) posters, boards and signs regarding the Occupational Health and Safety in the worksite as stated in the legal legislation and keep them permanently.

The CONTRACTOR shall submit the measures to be taken for the safe performance of the work, prepare a comprehensive health and safety plan and emergency action plan determining the course of action in case of contingencies for the approval of the controller. The relevant approval shall not evade the responsibility of the CONTRACTOR regarding safety issues.

The CONTRACTOR, additionally, shall form experienced safety teams as to provide service 24 hours in order to take additional measures, if necessary, as to ensure health and safety and monitor the measures.

**ARTICLE 8** - **WORK PROGRAM**

1. The CONTRACTOR shall prepare a work program in accordance with the samples given by the ADMINISTRATION, within the period specified in the contract or its annexes and submit it to the ADMINISTRATION for approval.
2. Work programs are arranged as production and preparation work programs in the works foreseen to be paid for preparation. The preparation will be made in accordance with the work schedule. The cost of the preparation made more than the one shown in these programs will not be included in the payment progress and the manufacturing and development costs are not paid until the work programs are approved.
3. The ADMINISTRATION shall approve the work program within the period specified in the contract or its annexes, starting from the date it is given, or by making the changes it deems necessary and gives an approved copy to the CONTRACTOR. Work programs are valid with the approval of the ADMINISTRATION.
4. The work schedule will be prepared using a detailed bar diagram and annotated.
5. The CONTRACTOR must exactly comply with the work schedule approved by the ADMINISTRATION. However, in case of necessity, the work schedule can be changed with the approval of the ADMINISTRATION.
6. If there is a time extension approved by the ADMINISTRATION, the CONTRACTOR shall organize a revised work schedule according to the new period within seven days starting from the date of notification of this issue and submit it for the approval of the ADMINISTRATION.

**ARTICLE 9** - **CONTRACTOR AT WORK**

* 1. During the continuation of the work undertaken by the CONTRACTOR, its presence at the workplace is essential. However, the CONTRACTOR may leave the job by leaving a representative who has received full authorization and has been accepted by the ADMINISTRATION, with a power of attorney issued by a notary, if it does not cause delay and cessation of the Works.
	2. The CONTRACTOR or the representative must obtain permission from the building inspection officer in cases that require them to leave the workplace.

**ARTICLE 10** - **REQUIRED PERSONNEL AND TOOLS FOR EXECUTION**

1. After the signing of the contract, the CONTRACTOR shall prepare all kinds of machinery, tools and auxiliary facilities necessary to perform the works, procure all kinds of materials and workers and take precautions regarding the preparation in accordance with the importance of the work and the work schedule.
2. The ADMINISTRATION has the right to discretion whether the preparations made, and the measures taken by the CONTRACTOR are sufficient at the beginning and during the continuation of the work to ensure that the work is carried out in accordance with the schedule.
3. The CONTRACTOR will always keep the required number of materials and enough personnel to complete the work within the contract period. Otherwise, starting from the date of the warning notification, the CONTRACTOR shall complete them to the requested number and amount within ten days.

**ARTICLE 11 - INSPECTION OF THE WORK**

1. All kinds of contracted construction works are managed and carried out by the CONTRACTOR under the supervision of the building inspector assigned by the ADMINISTRATION.
2. The fact that any work is done under the supervision of the building inspector does not eliminate the CONTRACTOR's obligations and responsibilities to carry out the work in accordance with projects, contracts and specifications, science and art rules.
3. Since the CONTRACTOR has accepted to carry out the work in accordance with the science and art rules as a responsible professional, by performing the work according to the project and / or technical documents given to him, and by inspecting all kinds of components to be used in terms of quality thus undertaking the technical responsibility of the work. However, if the CONTRACTOR claims the projects and/or specifications given, the workplace or components delivered or the instructions contradict the provisions of the contract and its annexes or do not comply with the rules of science and art the CONTRACTOR, shall notify the ADMINISTRATION within fifteen days starting from the delivery of their counter-view or receipt of instructions (for works that may take a long time to be examined due to its properties, this period may be extended by the ADMINISTRATION upon CONTRACTOR’s request) in writing. If this period is exceeded, the CONTRACTOR will not have the right to appeal. Despite the claims and objections of the CONTRACTOR, if the ADMINISTRATION does the work as it wishes, the CONTRACTOR is relieved of the liability that may arise at the end of this application.
4. If there is a disagreement between the CONTRACTOR and the building inspection officer, this dispute is resolved by the ADMINISTRATION according to the provisions of Article 22.

**ARTICLE 12 - POWERS OF BUILDING INSPECTION OFFICER**

1. The CONTRACTOR shall carry out all works in accordance with the instructions of the building inspection officer, if they are not contrary to the provisions of the contract and its annexes.
2. The CONTRACTOR cannot bring any component to be used without showing it to the building inspection officer and having it accepted that it is suitable for the job.
3. In order to examine and review whether the component complies with the technical specifications, the building inspection officer can perform tests as they wish and the expenses of these tests, whether in the workplace, private or official laboratories, are covered by the CONTRACTOR if there is no other provision in the contract.
4. The samples of the components that are accepted by the building inspection officer are sealed and kept until the provisional acceptance of the work.
5. If it is understood that the component brought to the workplace by the CONTRACTOR is not suitable in accordance with the technical specification or the sealed sample obtained before and is not suitable for work, the CONTRACTOR must remove the material from the workplace within ten days starting from the date of notification of the written instruction given to him. If not, the building inspection officer is authorized to remove this component from the work environment, all damages and expenses covered by the CONTRACTOR.
6. The building inspection officer is authorized to demolish the parts of the work that are understood to be made defective by the CONTRACTOR in violation of the science and art rules and have the CONTRACTOR rebuilt. The CONTRACTOR shall demolish and rebuild the said work parts within the specified period, upon the instruction given in writing to him in this regard, without requiring any additional cost. If there is any delay in this matter, the responsibility belongs to the CONTRACTOR.

**ARTICLE 13 - OPERATION AND RESPONSIBILITIES OF SUB-CONTRACTORS**

1. Under no circumstances can the entire work be carried out by SUB-CONTRACTORS.
2. In the tender document, before the contract is signed, the list of SUB-CONTRACTORS will be submitted for the approval of the ADMINISTRATION. ADMINISTRATION shall notify the CONTRACTOR within fifteen days whether it approves the SUB-CONTRACTORS in the list submitted for approval or not.
3. The CONTRACTOR shall make a contract with the SUB-CONTRACTORS approved by the ADMINISTRATION before they start work and give a copy to the ADMINISTRATION.
4. SUB-CONTRACTORS not approved by the ADMINISTRATION cannot work at the workplace under any circumstances.
5. The CONTRACTOR is responsible for all the works done by the SUB-CONTRACTORS to the ADMINISTRATION. The acceptance and approval of the SUB-CONTRACTORS by the ADMINISTRATION does not change this responsibility in any way.
6. If the ADMINISTRATION determines that the works performed by the SUB-CONTRACTOR are not in accordance with the provisions of the contract and the specification, it may always request that the SUB-CONTRACTOR be changed or request the CONTRACTOR to personally undertake any part of the work it does not wish the SUB-CONTRACTOR to complete.

**ARTICLE 14 - WORKS OUT OF THE SCOPE OF CONTRACT ANNEXES**

The CONTRACTOR cannot make any changes in the projects automatically. The CONTRACTOR is obliged to change or demolish and rebuild the works that do not comply with the project and specifications and are found to be incomplete and defective, free of charge, within the period determined by the instruction of the building inspector. If there is a delay due to this, the responsibility belongs to the CONTRACTOR. However, if it is determined by the ADMINISTRATION that the works made by the CONTRACTOR different from the project and the specifications are in accordance with the science and art rules and the desired features, these works can also be accepted with their new status. However, in this case, the CONTRACTOR shall not ask for more money by claiming that they use a larger size or amount of material and spend more effort. In such cases, the amounts calculated according to the dimensions shown in the projects and specifications or declared by written instructions are written in the progress payment reports. If the size of the work done in this way, the value and material of the labour is less, the price is paid accordingly.

**ARTICLE 15 - INCORRECT, DEFECTIVE OR INCOMPLETE WORKS**

1. If the building inspection officer sees evidence and signs indicating that the work done by the CONTRACTOR is incomplete, faulty and defective or that the component is not in accordance with the specification, the officer shall notify the CONTRACTOR regarding excavation of necessary areas for examination and detection of such deficiencies, errors and defects during the construction period and during the period until final acceptance. The inspections shall be made together with the CONTRACTOR or its representative. If the CONTRACTOR or their representative does not comply with the notification to be made on this matter, the inspections shall be made unilaterally by the building inspection officer and the situation is determined with a report. The expenses of such examinations and investigations shall be borne by the CONTRACTOR if it is understood that the works are incomplete, erroneous and defective. Otherwise, action is taken according to general provisions.
2. The costs of faulty, defective works that are found to belong to the CONTRACTOR and works whose components do not comply with the specification are deducted from the subsequent progress payments or the final progress payment or the deposit of the CONTRACTOR, even if they have been included in temporary progress payments.

**ARTICLE 16 - CONTRACTOR’S MAINTENANCE AND CORRECTION RESPONSIBILITIES**

1. All responsibility of the construction work subject to the commitment belongs to the CONTRACTOR until the date when the final acceptance procedures is approved by the ADMINISTRATION. The CONTRACTOR is obliged to immediately perform all repairs and corrections and continuous maintenance works that will be deemed necessary by the ADMINISTRATION either due to the component not conforming to the specification or due to defects and deficiencies of the construction works. If the CONTRACTOR fails to comply with this obligation, the ADMINISTRATION shall ask him to fulfil his obligations with a letter. Starting from the date of notification of this instruction to the CONTRACTOR, if a longer period is not given due to the characteristics of the work by the ADMINISTRATION in the letter of the instruction, in case of the CONTRACTOR not fulfilling its obligations within ten days or not completing the work within the specified period according to the technical requirements, the ADMINISTRATION can outsource the relevant repair, correction and maintenance work, with all expenses to be borne by the CONTRACTOR. The ADMINISTRATION shall be authorized to make payments from the CONTRACTOR’s deposit payment or other receivables, if any, for these works.
2. If the ADMINISTRATION detects any malfunction in the works performed by the CONTRACTOR during the period until the final acceptance date, it may fix and repair these defects as stated above but may postpone the final acceptance procedures of the construction works determined to be defective according to the nature of the work to an appropriate date. In this case, for the section whose acceptance is postponed, a deposit of an amount deemed appropriate by the ADMINISTRATION shall be retained.
3. When problems caused by the CONTRACTOR’s fault in any work that need to be addressed urgently arise, if the CONTRACTOR is not able to take care of and address the issue at that time, the ADMINISTRATION shall notify in writing and fix the problem on behalf of the CONTRACTOR. In the event that the CONTRACTOR cannot be found at the notification address or does not show interest in the work, the ADMINISTRATION takes the necessary measures to correct the problem in the CONTRACTOR's account and the CONTRACTOR has no right to object to the implementation.
4. In the construction and assembly works, while the CONTRACTOR and SUB-CONTRACTORS shall be liable for the damage and loss caused by the construction not being in accordance with the science and art rules, the use of fraudulent components, and similar reasons, from the date of commencement to the final accepted, it is responsible for fifteen years from the date of the final accepted approval as well. This loss and damage shall be completed and compensated by the CONTRACTOR AND SUB-CONTRACTORS according to the general provisions.

**ARTICLE 17 - DURATION OF WORK AND EXTENSION**

1. If the work is not completed at the time specified in the contract and made ready for provisional acceptance, the daily delay penalty stipulated in the contract is applied for each day of delay.
2. Situations where a time extension can be given due to force majeure are listed below:

Natural disasters, Legal strike, General epidemic disease, Partial or general declaration of mobilization.

1. In order for the situations stated in section b to be accepted as force majeure and to give time extension to the CONTRACTOR, the situation to be accepted as force majeure.
	* + Shall not be due to the CONTRACTOR’s fault.
		+ Shall present an obstacle to the fulfilment of the commitment,
		+ The CONTRACTOR shall be unable to eliminate this obstacle,
		+ The CONTRACTOR shall notify the ADMINISTRATION in writing within twenty days after the force majeure occurs.
		+ Shall be certified by competent authorities.

**ARTICLE 18 - EMPLOYEES’ RIGHTS AND WORKING CONDITIONS**

1. The CONTRACTOR is obliged to provide each employee, personnel and technical staff a scorecard duly signed by them or their representative, indicating employee’s name and surname, the date of employment, the wage and the date of payment, in accordance with the provisions of the legislation in force. Unless the amount and payment date change, this report card is valid. In case of a change, the CONTRACTOR has to update the scorecard given to its employees within seven days according to this principle. In this new scorecard, the validity date of the new report card must be written in addition to the previous information.
2. The building inspection officer shall check whether there are any employees in the workplace whose wages are not paid by the CONTRACTOR or SUB-CONTRACTOR and, if any, these shall be paid, from the CONTRACTOR and the SUB-CONTRACTOR’s progress payment according to the payrolls requested from the CONTRACTOR. For this, upon the request of the CONTRACTOR for progress payment, the estimated date of payment of this request and progress payment is announced as written in Article 36 of the Labour Law numbered 4857. The confirmation of the announcement is made with a report signed by the building inspector and the CONTRACTOR or their representative and the worker representative and a copy of this report is sent to the payment place of the progress payment.
3. Workers, personnel and technical staff with receivables from the CONTRACTOR, can appeal to the building inspection officer within one week starting from the announcement date. The receivables are deemed to be determined for the days before the date of issuance of the progress payment report (before the worker wages payday). ADMINISTRATION shall not be liable for more than three months' amount of such receivables.
4. The declared receivable claims, the records of the CONTRACTOR or SUB-CONTRACTOR and the amounts (not exceeding the quarterly wage amount) that have been examined and agreed on the payroll and previous account papers, if any, are included in the payroll by the CONTRACTOR, and are sent to the payment place together with the progress report. This payroll amount, which is deducted from the part of the CONTRACTOR's progress payment, is given to the relevant paymaster of the accounting department with a separate check and the receivables shown on the payroll are paid to the relevant persons in front of the building inspection officer, the CONTRACTOR or their representative and the worker representative, this issue shall also be determined with a report. If the CONTRACTOR and their representative is not present during the payment despite being notified this issue shall be stated in the report.
5. All workers, personnel and technical staff employed by the SUB-CONTRACTORS, who are employed by the CONTRACTOR whether as a day worker, a weekly worker or monthly worker, are also deemed to be the CONTRACTOR’S employees and the CONTRACTOR is directly responsible for the payment of their wages. The CONTRACTOR is obliged to act regarding wages just as with their own staff and as stated in the above clauses.
6. In order for the personnel receivables to be controlled, the CONTRACTOR will give a copy of the payrolls of the payments made to the technical and administrative personnel and workers to the building inspection officer within one month starting from the date of issuance of the payrolls, and the technical and administrative personnel and the work of the workers, names and surnames with the place and date of birth will be indicated. The signature of the CONTRACTOR or their representative shall be on the payrolls.
7. All personnel receivables are paid in money. There will be no method of using tokens, checks or anything else instead of money.

**ARTICLE 19 - TRANSFER OF THE CONTRACT**

In obligatory cases the contract can be transferred to someone else with the written permission of the ADMINISTRATION. However, the conditions of the first tender shall be sought out for transfers.

**ARTICLE 20 - CLEANING THE WORKPLACE AND REMOVAL OF THE FACILITIES:**

The CONTRACTOR shall clean up all kinds of hazards and work residues in an environmentally compatible manner. In addition, facilities such as shed, warehouse, garage, workshop etc. built by the CONTRACTOR for their own needs shall be dismantled and taken away by the CONTRACTOR at the end of the work and no price shall be paid to him for these works. In the event that these works, which are the obligation of the CONTRACTOR, are not performed or are performed incompletely, a certain amount assessed by the ADMINISTRATION shall be deducted from the progress payment, if any, or from the CONTRACTOR’s deposit.

**ARTICLE 21 - COORDINATION OF PROJECTS AND REACHING A CONSENSUS WITH THE ADMINISTRATION**

The CONTRACTOR, prior to the site delivery shall prepare the initial project, considering all the documents such as technical specifications, projects etc. in the ADMINISTRATION’s tender file. The CONTRACTOR shall organize meetings with the supervisor determined by the ADANA METROPOLITAN MUNICIPALITY as the institution dealing with some of the infrastructure related productions in this regard and the ADMINISTRATION, and will prepare all the following projects, provided that they comply with the tender documents, and submit them to the approval of the ADMINISTRATION. Site delivery will be made after the approval process. No production will be started without fulfilling the conditions in the relevant article.

- For discharge; wastewater project to be prepared according to the sewerage and rainwater manholes indicated by the municipality,

- Clean water project required for drinking, utility and irrigation water,

- Electrical installation project designed according to the needs of the greenhouse, solar collectors, the entire facility and for general use,

- Concrete floor project, to prepared in line with the existing infrastructure requirements and directives of the Adana Metropolitan Municipality, the specification of the table system to be installed and prefabricated Office areas, tents and greenhouse projects,

- The CONTRACTOR shall prepare the projects for obtaining the energy permit specified in the electricity specification and drawing the electricity projects in accordance with the energy needs of the greenhouses and other areas. Without a consensus with the ADMINISTRATION, projects will not be approved in any way and manufacturing can not be started.

**ARTICLE 22 - RESOLUTION OF DISPUTES**

1. The disputes that may arise between the building inspection officer and the CONTRACTOR during the execution of the work or during the final account statements will be resolved by the ADMINISTRATION as written below, taking into account the provisions in the contract annexes specified in the priority order contract. The CONTRACTOR shall apply to the ADMINISTRATION regarding the subject causing the dispute with a petition explaining the reasons for the objection and complaints within fifteen days starting from the day this situation arises.
2. The ADMINISTRATION will examine this petition within two months at most, starting from the date it receives the petition, and notify the CONTRACTOR of its decision on this matter. If within two months they do not receive a decision or if they do not agree to the decision, the CONTRACTOR is free to act according to the provisions of the contract regarding the settlement of disputes.

# Terms of the Procurement

## Procurement Process

### This competition is being conducted under GOALs Open National Tender Procedure.

### The Contracting Authority for this procurement is GOAL

### This procurement is funded by the Bureau of Population, Refugees and Migration of the United States and the tender and any contracts or agreements that may arise from it are bound by the regulations of this donor.

## Clarifications and Query Handling

### GOAL has taken care to be as clear as possible in the language and terms it has used in compiling this ITT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this tender, the meaning and interpretation attributed to that word or term by GOAL will be final. GOAL will not accept responsibility for any misunderstanding of this document or any others relating to this tender.

### Requests for additional information or clarifications can be made up the deadline noted in section 2 above, and no later. Any queries about this ITT should be addressed in writing to GOAL via email at clarifications@goal.ie with the reference **ADA-E-21777 Clarifications** in the email subject line and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

## Conditions of Tender Submission

### Tenders must be completed **in English**.

### Tenders must respond to all requirements set out in this ITT and complete their offer in the Response Format.

### Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to resubmit a correctly formatted tender within 3 (three) working days of such a request will result in disqualification.

### Tenderers must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. Additionally, tenderers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with GOAL. Any attempt to withhold any information that the tenderer knows to be relevant or to mislead GOAL and/or its evaluation team in any way will result in the disqualification of the tender.

### Tenders must detail all costs identified in this ITT. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this ITT. Tenderers’ attention is drawn to the fact that, in the event of a Contract/ Framework Agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

### Any conflicts of interest (including any family relations to GOAL staff) involving a tenderer must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.

### GOAL will not be liable in respect of any costs incurred by respondents in the preparation and submission of tenders or any associated work effort.

### GOAL will conduct this tender, including the evaluation of responses and final awards in accordance with the detail set out at in the Evaluation process. Tenders will be opened by at least three designated officers of GOAL.

### GOAL is not bound to accept the lowest, or any tender submitted.

### GOAL reserves the right to split the award of this contract between different bidders in any combination it deems appropriate, at its sole discretion.

### The Supplier shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this contract. Full details of the proposed subcontracting company and the nature of their services shall be included in the written request for approval. Written requests for approval must be submitted to the contract focal point identified in the contract agreement.

### GOAL reserves the right to refuse any subcontractor that is proposed by the Supplier.

### GOAL reserves the right to negotiate with the Supplier who has submitted the lowest Bid that fully meets the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.

### Information supplied by respondents will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.

### GOAL reserves the right to terminate this competition at any stage.

### Unsuccessful tenderers will be notified.

### GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order. Satisfactory implementation is decided solely by GOAL.

### This document is not construed in any way as an offer to contract.

### GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT may be financed by multiple donors and those donors and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. These donors may also have additional regulations that it is not practical to list here. Submission of an offer under this ITT assumes Service Provider acceptance of these conditions.

### **Terrorism and Sanctions:** GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request.

## Quality Control

3rd party companies may be contracted by GOAL to carry out random quality inspections of work carried out by the contracted party. The cost of the quality control inspections will be covered by GOAL.

In cases of supplier’s quality default, in addition to Liquidated Damages of GOAL Standard Terms and Conditions, the costs of the quality inspections and loading surveyor will be charged to the Service Provider.

Sub-contracting: note clause 3 in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) as per of the evaluation process.

## Submission of Tenders

Tenders must be delivered in the following way:

1. Electronically with your financial and technical offers in separate emails to hqtenders@goal.ie and in the subject field state:
	1. ***ADA-E-21777***
	2. ***Name of your firm with the title of the attachment***
	3. ***Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.***

**All documents attached to emails must be in PDF or scan form. Any excel or word documents must be accompanied by a PDF or scan version of the document. Documents submitted solely in excel, word or other ‘soft copy’ format shall lead to the bid being rejected.**

* **Proof of sending is not proof of reception, either electronically or with post/courier/other physical service. Late delivery will result in your bid being rejected. Envelopes found open at the tender opening will be rejected. All information provided must be perfectly legible.**

## Tender Opening Meeting

Tenders will be opened as per Section 2 Proposed Timelines above at the following location:

|  |
| --- |
| GOAL Head Office, First Floor, Carnegie House, Library Road, Dun Laoghaire, Co. Dublin, A96 C7W7, Republic of Ireland |

One **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail at least 48 hours in advance to the following e-mail address: procurement@goal.ie This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

Suppliers are invited to attend the Tender Opening Meeting at their own cost.

Note: Due to the evolving nature of the Covid19 situation, companies who send an email to notify their intention to attend will be informed by return of email whether the tender public opening will proceed. This decision will be in line with local government regulations and GOAL’s health and safety decision at that time.

# Evaluation Process

## Evaluation stages

Tenderers will be considered for participation in the Contract subject to the following qualification process:

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage**  | **Basic requirements with which proposals must comply with** |
| *The first phase of the evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets essential criteria. Only those tenders meeting the essential criteria will go forward to the second phase of the evaluation.* |
| **1.** | **Administrative Instructions** | **1. Closing Date:** Proposals must have met the deadline stated in section 2 of these Instructions to Tenders, or such revised deadline as may be notified to Tenderers by GOAL. Tenderers must note that GOAL is prohibited from accepting any proposals after the deadline.**2. Submission Method:** Proposals must be delivered in the method specified in section 4.5 of this document. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.**3. Format and Structure of the Proposals:** Proposals must conform to the Response Format laid out in section 6 of these Instructions to Tenderers or such revised format and structure as may be notified to Tenderers by GOAL. **Failure to comply with the prescribe format and structure may result in your response being rejected at this stage.****4. Confirmation of validity of your proposal:** Tenderers must confirm that the period of validity of their proposal is not less than ninety (90) days. |
| **2.** | **Essential Criteria** | 1. Legally registered entity
2. Tax clearance Certificate
3. Evidence of minimum four, of similar type, completed contracts.
 |
| *The second stage of the evaluation will involve an assessment of the Tenderer’s personal and legal circumstances and financial standing, to fulfil the obligations of the contracts.* |
| **3.** | **Legal & Financial Criteria** | In-depth review of financial accounts and other documents submitted; tenderer is judged to have requisite financial stability. |
| **4.** | **Award Criteria** | Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.1. Technical Ability
2. Lead Time
3. Price

Review of the quality and content of the technical offers further to minimum requirements met will be conducted by the Tender Committee. |
|  |
| **5.** | **Post-selection Conditions** | References and other checks are found to be clear, and quality is assessed. |

## Tender Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance and Internal Audit, as well as 3rd Party technical input.

During the evaluation period clarifications may be sought by e-mail from Tenderers. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Tenderers will not be entertained during the evaluation period.

## Award Criteria

**All prices must be in USD currency and a comprehensive and clear breakdown of prices must be shown as part of the financial offer** – any transport fees, taxes, customs charges, component parts, packing fees etc. must be shown separately in the form of Bill of Quantities document. Please refer to section 1 of Appendix 4. Technical Offer.

Prices offered will be evaluated on full cost basis (including all fees and taxes). During the analysis of offers, we will convert all bids in USD at the Infor Euro[[1]](#footnote-2) rate for the date of bid opening.

Marks for cost will be awarded on the inverse proportion principle (shown below):

**Score vendor = 35 x (price min / price vendor)**

Scores for the Financial Offer will be calculated by comprising maximum available marks (35) by inverse proportion: Offered by Tenderer price divided by the minimum price offered in this Tender.

|  |  |  |
| --- | --- | --- |
| **No.** | **Award Criteria** | **Weighting (maximum points)** |
| **1.** | **Technical Ability** | **45** |
| **2.** | **Lead Time** | **20** |
| **3.** | **Price** | **35** |
| **Total Number of Points** | **100** |

**All financial offers must be made on the basis of ‘best and final offer’.**

## Award of contract

As per section 4.3.10 above and following the analysis of bids against the award criteria laid out above in sections 5.1 and 5.4, the contract may be awarded to one supplier or divided between multiple suppliers at GOAL’s discretion. For such purposes, GOAL uses a Value for Money approach, which may include (but is not limited to) price, quality, lead time, context and risk analysis of the supply chain environment pertaining to the contract delivery.

# Response Format

## Introduction

All proposals must conform to the response format laid out below. Where a tender does not conform to the required format the Tenderer may be requested to resubmit it in the correct format, on the understanding that the resubmission cannot contain any material change from the original. Failure to resubmit in the correct format within 3 (three) working days may result in disqualification.

By responding to this ITT, each Tenderer is required to accept the terms and conditions of this ITT and to acknowledge and confirm their acceptance by returning a signed copy with its response. Should a Tenderer not comply with these requirements, GOAL may, at their sole discretion, reject the response.

If the Tenderer wishes to supplement their Response to any section of the ITT specifications with a reference to further supporting material, this reference must be clearly identified, including section and page number.

## Submission Checklist

**Tenderers should submit all the documents listed below and all the documents requested in the Appendices.**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Item** | **How to submit** | **Tick attached.** |
| **Electronic submission** |  |
| 1. | This ITT document  | Ticked, scan and save as ‘ITT’ |  |
| 2. | Appendix 1. Company Details  | Complete, sign, stamp, scan and save as ‘Company Details’. |  |
| 3. | Appendix 2. Declaration Re Personal & legal Circumstances  | Complete, sign, stamp, scan and save as ‘Declaration Re Personal & Legal Circumstances’. |  |
| 4. | Appendix 3. Self-Declaration of Finance & Tax  | Complete, sign, stamp, scan and save as ‘Self declaration of Finance & Tax’. |  |
| 5. | Appendix 4. Technical Offer | Complete, sign, stamp, scan and save as ‘Technical Offer’. |  |
| 6. | Appendix 5. Financial Offer  | Complete, sign, stamp, scan and save as ‘Financial Offer’. |  |
| 7. | Appendix 6. Technical Specifications | Review, sign, stamp, scan and save as ‘Technical Specifications’. |  |
| 8. | Appendix 7. GOAL Terms and Conditions | Review, sign, stamp, scan and save as ‘GOAL Terms and Conditions’ |  |
| 9. | Valid Tax Clearance Certificate | Scan and Save as “Tax Clearance Certificate” |  |
| 10. | The last 3 years Annual (Third Party) Auditing reports | Sign, stamp, scan and save as “Annual Auditing Reports” |  |
| 11. | The last 3 years Audited Financial Statements (Balance Sheet and Income Statements) | Sign, stamp, scan and save as “Financial Statements” |  |

1. <http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm> [↑](#footnote-ref-2)