**Ref Project: IBC – Medeor PA 6100191 – E/Q Emergency Response Phase 2**

**Call for Tender**

**Part A – Instructions to bidders and invitation and**

**Publication Date: 23/06/2023**

**Tender Ref: IBC – Medeor PA6100191 – TR and SRY NW Components**

International Blue Crescent Relief and Development Foundation (IBC) has been implementing “Emergency Assistance to the E/Q affected population in Turkey and Syria” project with funding from Action Medeor. The project aims: to respond to the most urgent basic needs immediately and providing primary basic needs to the earthquake affected people in Türkiye and Syria NW.

Objective of the procurement is provision of hygiene and cleaning kits composed of products that complement each other to provide a comprehensive supply response to needs of its earthquake affected beneficiaries within the case management interventions.

In this regard, IBC is launching a competitive bidding and is requesting qualified bidders to provide detailed written offers for procurement and delivery of:

**LOT-01: Provision of hygiene kits**

mainly for relief distribution in Türkiye (Gaziantep and Hatay Provinces) and Syria-NW, as listed below.

**1. Supply Specifications**

|  |  |
| --- | --- |
| 1. Description | Procurement and delivery |
| 1. Product class/category | Relief Supplies (hygiene category) |
| 1. Made in (Service origin) | National/International |
| 1. Product stage | Finished, ready for distribution |
| 1. Deliveries | On site  (distributions trough rental semitruck vehicles) |
| 1. Quantity | As per the offer form – PART B |
| 1. Detailed description of the items (**please also refer to PART B**)  |  |  |  | | --- | --- | --- | | **Lot Nr.** | **Description** | **Locations** | | Lot-01 | Procurement of hygiene kits (in 4 different categories) | Deliveries:  Gaziantep, Islahiye, Nurdağı Districts,  Hatay, Kırıkhan, Antakya Districts  Kilis Province IBC Depots and/or Kilis Öncüpınar Border Gate | | Lot-02 | Various hygiene and cleaning materials | Deliveries:  Gaziantep, Islahiye, Nurdağı Districts,  Hatay, Kırıkhan, Antakya Districts  Kilis Province IBC Depots and/or Kilis Öncüpınar Border Gate | | Lot-03 | Procurement of diaper for adults and patients | Deliveries:  Gaziantep, Islahiye, Nurdağı Districts,  Hatay, Kırıkhan, Antakya Districts  Kilis Province IBC Depots and/or Kilis Öncüpınar Border Gate | | |

**2. Responsibilities of the Bidders**

1. Terms of Delivery: On site, as specified above.
2. Date of Delivery: After contract signature, within 30 calendar days.
3. **Specific conditions**
4. Prices of the above procurement must include custom duties/taxes.
5. Quantities are only indicative and may be subject to changes prior to contract award.
6. Bidders are requested to fill in, sign, stamp and return **Part A** (Instruction to Bidders), **Part B** (Offer Form), and **Part C** (Ethical Declaration) according to IBC formats.
7. All bidding documents must be filled in English and typed in electronic format against to handwriting typo errors.
8. Offers only can be submitted in original formats in sealed envelopes.
9. Bidders can only apply for all lots.
10. Prices should be submitted in Turkish Lira only.
11. **General Conditions**
12. The **closing date** of this tender is fixed on **05/07/2023 at 10:00 am** Istanbul time and only in-hand deliveries can be accepted in IBC HQ Office – Procurement Department at the following address: **Bağdat Caddesi No 467/9 34740 Suadiye – Istanbul, Türkiye**
13. Tenderers must sign, stamp, and return the Offer form according to IBC format.
14. The offer to the call for tender will not result in the award of a contract.
15. IBC is not liable of adhering to the public open tender procedure. IBC is free to hold a tender process or not.
16. IBC reserves the right to cancel any tender, to reject any or all bids in whole or in part, and to award any contract.
17. IBC may cancel the tender in the following situations:
    1. When no qualitatively or financially worthwhile bid has been received or there has been no response at all.
    2. The economic or technical parameters of the project have been fundamentally altered.
    3. Exceptional circumstances or force majeure render normal performance of the project impossible.
    4. All technically and administratively compliant bids significantly exceed the financial resources available. Provided this circumstance, IBC, at its sole discretion, may cancel and repeat the tender or continue the tender in form of an auction where the submitted offers may be underbid by the offering suppliers.
    5. In no circumstances will IBC be liable for damages, whatever their nature (damages for the loss of profits) or relationship to the cancelation of the tender, even if IBC has been advised of the possibility of damages. The publication of a procurement notice does not commit IBC to implement the project announced.

**IMPORTANT NOTE: To ensure that funds are used exclusively for humanitarian purposes and in accordance with Donor’s compliance requirements, all contract offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with IBC’s anti-terrorism policy. To this end, IBC reserves the right to carry out anti-terrorism checks on contractor, its board members, staff, volunteers, consultants, financial service providers and subcontractors.**

1. **Required documents and way of submission**

For your offer to be accepted by the IBC Tender Evaluation Committee, your offer must be submitted in the below described format containing the following.

**Sealed Envelope 1: clearly marked with the words “formal documents” shall contain:**

1. Company’s official registration certificate obtained from the relevant authority,
2. (OPTIONAL/IF APPLICABLE: Notarial certified partnership/joint venture agreement),
3. Tax certificate (stating that company is officially registered with the relevant taxation authorities),
4. Tender instruction document (PART A), Bidder’s Ethical Declaration (PART C) and Supply contract template (PART D) (signed and stamped by duly authorized company representative).

**Sealed Envelope 2: clearly marked with the word “financial offer” shall contain:**

1. Financial Offer-Offer Form (PART B), quoted in **Turkish Lira**; signed by duly authorized company representative.

**In the case of the formal documents (envelope 1) turn out to be incomplete or to be not in compliance with the defined criteria, the financial offer (envelope 2) will not be opened up by the Tender Evaluation Committee. In case the financial offer significantly exceeds the available project budget, your offer will be rejected and declared ineligible.**

1. **Technical specification of supplies**

The technical specifications of the items/products and kits are briefed-defined in PART B. In case your company in the same lot is not able to provide one or more of the required supplies at all or to provide one or more of the supplies only under the required quality standards or the required size and/or volume, you should absolutely refrain from submitting an offer to IBC.

**Lot-01: Procurement of hygiene kits (in 4 different categories)**

1. **Hygiene Feminine Dignity Kits:** Body cleaning towel (2 units), liquid hand soap 2lt (2 units), tooth brash 2 pcs (1 unit), toothpaste (1 unit), menstrual ped for female 10 pcs (1 unit), role towel 2 pcs (1 unit), hand cream (1 unit), hair shampoo 600 ml (2 units), hand washing powder detergent 1 kg (2 units).
2. **Hygiene Kits for HHs/Families:** Body cleaning towel (3 units), had washing powder detergent 1 kg (3 units), tooth brash 2 pcs (4 units), toothpaste (4 units), menstrual ped for female 10 pcs (2 units), role towel 2 pcs (2 units), toilet paper 4 pcs (2 units), hand cream (1 unit), hair shampoo 600 ml (4 units), liquid hand soap 2lt (3 units).
3. **Hygiene Kits for Babies:** Baby diaper (various months) 30 pcs (2 units), baby wet towel 90 pcs (5 units), baby shampoo 750 ml (3 units), baby soap 200 gr (3 units), baby refresher cologne – no alcohol (1 unit).
4. **General Cleaning Kits for HHs/Families:** Dishwashing liquid detergent 750 ml (2 units), bleach 2,5 lt (2 units), liquid hand soap 2lt (2 units), hand washing powder detergent 1 kg (2 units).

**Lot-02 Various hygiene and cleaning materials:**

|  |  |  |
| --- | --- | --- |
| **No** | **Type of Product** | **Requested Quantity** |
| 1 | Hair Shampoo 600 ml | 700 |
| 2 | Liquid Hand Soap 2 lt | 100 |
| 3 | Tooth Brash | 50 |
| 4 | Toothpaste | 50 |
| 5 | Menstrual Ped 10 pcs | 150 |
| 6 | Toilet paper 4 pcs | 60 |
| 7 | Hand washing powder detergent 1 kg | 100 |
| 8 | Beby fresh towel 90 pcs | 250 |
| 9 | Baby soap 200 gr | 950 |
| 10 | Baby shampoo 750 ml | 950 |

**Lot-03 Procurement of diaper for adults and patients:**

|  |  |  |
| --- | --- | --- |
| **No** | **Type of Product** | **Requested Quantity** |
| 1 | Adult Patient Diaper Medium Size | 250 |
| 2 | Adult Patient Diaper Large Size | 200 |
| 3 | Adult Patient Diaper X-Large Size | 200 |

1. **Contract penalties and rejection of supplies**

All supplies not fully meeting these requirements will be rejected by IBC and are subject to replacement by the supplier.

In case the supplier is not able or willing to re-deliver identified items of the respective supplies/kits at the defined quality standards at his own expenses, IBC will procure these items of the respective supplies/kits on the market in order to fulfill its obligation to deliver items that meets the defined quality criteria to its beneficiaries.

If due to reasons other than force majeure the supplier does deliver supplies with fully or partially missing items, IBC will not pay for the missing items. Furthermore, IBC will procure the missing items of the respective supplies on the market in order to fulfill its obligation towards the beneficiaries. The supplier will reimburse IBC for all incurred costs of the emergency purchase (costs for the missing items of the respective supplies, transportation costs for loading and unloading, costs for insurance, costs for the deployment of IBC personnel). If this be the case more than twice within the contract period, IBC has the right to terminate the contract immediately effective.

In case the total amount of the financial reductions IBC had to make due to multiple failure of the supplier exceeds 10% of the total amount quoted, IBC has the right to terminate the contract immediately effective.

1. **Terms of Payment**

The terms of payment are the following:

Invoices are subject to made order based.

IBC will subtract any pending contractual penalties from the respective amount due.

The payment currency is Turkish Lira.

1. **Contract conditions**

**9.1. Tender procedure**

This tender does not commit IBC to pay for any costs incurred to the bidder for the preparation thereof, or to procure or contract services or goods.

IBC is not liable of adhering to the public open tender procedure. IBC is free to hold a tender process or not.

IBC reserves the right to cancel any tender, to reject any or all bids in whole or in part, and to award any contract.

IBC may cancel the tender in the following situations:

When no qualitatively or financially worthwhile bid has been received or there has been no response at all.

The economic or technical parameters of the project have been fundamentally altered.

Exceptional circumstances or force majeure render normal performance of the project impossible.

All technically and administratively compliant bids significantly exceed the financial resources available. Provided this circumstance, IBC, at its sole discretion, may cancel and repeat the tender or continue the tender in form of an auction where the submitted offers may be underbid by the offering suppliers.

Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of an offer made by IBC.

The publication of a procurement notice does not commit IBC to implement the project announced.

**9.2 Submission of documents and evaluation of bids:**

The offers/bids shall only be submitted to IBC as defined in form PART B.

**Please use offer submission envelope flaps.**

IBC reserves the right, at its sole discretion, to consider as invalid or unacceptable any bid which is:

a) not clear;

b) incomplete in any material detail;

c) not presented in the requested form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the deadline for submission.

Any offers that do not fully comply with the specifications defined in form PART B, shall be rejected by the tender evaluation committee **(In the case of the formal documents are incomplete or of incorrect nature, the financial offer (envelope 2) will not be opened).**

The offers/bids must be received before the indicated deadline to be accepted by IBC. All bids received after the indicated deadline will be rejected.

Any bids submitted by mail or courier by so at the bidders’ risk and IBC takes no responsibility for the receipt of such bids.

All bids received by Email or Telefax will be rejected.

After the tender evaluation no information relating to the examination, clarification, evaluation and comparison of bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a bidder to influence the tender evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence IBC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

Bids will be checked to determine if they comply with the essential requirements defined. A bid is deemed to comply if it satisfies all the conditions, procedures and specifications defined without substantially departing from or attaching restrictions with them. If a bid does not comply with defined requirements, it will be rejected immediately, no subsequent alterations to fulfill the compliance of the bid with the defined requirements shall annul the initial rejection of the bid.

Unsuccessful bidders will be informed about their unsuccessfulness in writing.

1. **Tender evaluation process**

Given that your submitted offer fulfills the requested formal criteria, and the IBC Tender Evaluation Committee has rated your company as eligible to fulfill the requested tasks, the financial offer is the only decisive criteria together with technical specifications.

**Awarding of contracts**

IBC reserves the right to split awards.

IBC reserves the right to award a contract for a lesser or greater quantity than the total quantity of the bid.

This tender does not commit IBC to award a contract.

Successful bidders who are awarded contracts will be notified in writing or by the receipt of the written purchase order/contract.

The contract shall be in English language.

Project Contracting Authority, Action Medeor and any person authorized by this entity reserve the right to access the records and financial documentation of all implementing partners and (sub)-contractors in order to verify reported costs and conformity with donor procedures and requirements.

1. **Corrupt practices**

All bidders and suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of an awarded contract.

Bidders and their employees, officers, advisors, agent, or sub-contractors shall not engage in any collusive bidding or any other anti-competitive conduct.

1. **Exclusion criteria**

Bidders or suppliers shall be excluded from participation in procurement procedures if:

1. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations,
2. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata,
3. they have been guilty of grave professional misconduct proven by any means,
4. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or in which the contract is to be implemented,
5. they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to IBC’s and Action Medeor’s financial interests,
6. they are currently subject to an administrative penalty.
7. **Bidders’ declaration:**

Bidders are required to declare:

1. that they carry out their duties following the highest professional standards,
2. that there is no conflict of interest with other recent commitments and contracts,
3. that they respect ethical and environmental aspects such as working conditions, social rights, ethical transport and cargo and non-exploitation of children.
4. **The deadline for questions and answers**

Bidders can send any quires that may arise with regards to the tender to the email address “[**procurementhq@ibc.org.tr**](mailto:procurementhq@ibc.org.tr)” until the **03/07/2023, 10 am.** IBC will provide the requested information to you as soon as possible, however, any delay in responding to your queries will not be considered as a reason for extending the deadline for the submission of your offer. Furthermore, please note that any information provided to you after reaching out to IBC for assistance, will simultaneously be provided to any other interested bidders that requested to receive the tender dossier.

1. **Force majeure**

While each party shall make every effort to carry out its obligations under the terms of this agreement, neither party shall be held liable for any delay in performing or failure to perform any of its obligations under this agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the reasonable control of the party in question. In such event, the party will give immediate notice in writing to the other party of the existence, persistence and reasonably anticipated duration of such cause or event and of the likelihood of delay.

**Annexes to this document**

The following annexes are attached to this document:

* **PART A:** Instructions to bidders
* **PART B:** Offer Form with Technical Specifications
* **PART C:** Bidder’s ethical declaration
* **PART D:** Supply Contract Template

Sincerely yours,

International Blue Crescent Relief and Development Foundation (IBC)

Mevlüt Ezberci

IBC, Logistics and Administrative Department Supervisor

**For Bidder’s Use**

**To be filled by Bidder (Compulsory)**

I undersigned ………………………., the Bidder, agree with the instructions and general conditions of this Call for Tender.

Company Name: ……………………………………………………….

Authorized Representative Name: …………………………………………………………………………………………..

Stamp and Signature: ………………………………………………………………………………………………………………

Date: ……………………………………………………………………………