

Ref Project: Early recovery shelter aid project for conflict affected communities, Iraq funded by the UMCOR, implemented by the IBC.

Form Pro – 03 Version 1.0

Call for Tender IBC – Iraq

Part A – Instructions to bidders and invitation

Date: 03/12/2018

Tender Reference: IDR0218443IBC – 01

International Blue Crescent Relief and Development Foundation (IBC) has been implementing “Early Recovery Shelter Aid Project for Conflict Affected Communities in Iraq” with funding from the United Methodist Committee on Relief (UMCOR).

In this regard, IBC is launching a competitive bidding and is requesting qualified bidders to provide detailed written offers for procurement and delivery of shelter and NFI aid kits for Iraq, Ninewa Governorate as listed below.

1. Supply Specifications

1. Description	Procurement and delivery of shelter (including installation) and NFI kits for Bardarash, Akre District; Shekhan, Baadre, Al-Shikhan District, Ninewa, Iraq.	
2. Product class/category	Supplies	
3. Made in (Service origin)	National/International	
4. Product stage	Finished	
5. INCOTERM	DDP – Iraq, Ninewa, Akre and Al-Shikhan Districts	
6. Quantity	As per the offer form – PART B	
7. Detailed description of the items (please also refer to PART B)		
Batch	Description	Locations
Lot-01	Procurement of Shelter Materials	Iraq, Ninewa, Akre and Al-Shikhan Districts
Lot-02	Procurement of Shelter Tool Kits	Iraq, Ninewa, Akre and Al-Shikhan Districts
Lot-03	Procurement of Predesigned NFI Kits	Iraq, Ninewa, Akre and Al-Shikhan Districts

2. Responsibilities of the Bidders

- | | |
|--|---|
| 1. Terms of Delivery: | DDP (places listed above) |
| 2. Date of Delivery: | 3 months after contract signature |
| 3. Validity of the Offer: | Min. 3 (three) months |
| 4. Participation to the Briefing Meeting and Site Visit: | Tenderers are invited to have a representative attend a pre-tender meeting to be held at IBC Iraq Office on 12/12/2018 . |

The answers to this tender should include the following elements

- A written quotation including all the product specifications, the price the price per unit, quantity proposed and unit, and total price in USD currency.
- A sample of the kits.

3. Specific conditions

- a) Prices of the above procurement must include custom duties/taxes.
- b) Quantities are only indicative and may be subject to changes prior to contract award.
- c) Bidders are requested to fill in, sign, stamp and return **Part A** (Instruction to Bidders), **Part B** (Offer Form), **Part C** (Bidder's Questionnaire and Company self-disclosure sheet) and **Part D** (Ethical Declaration and Checklist) according to IBC formats.
- d) All bidding documents must be filled in English.
- e) Offers only can be submitted in original formats in sealed envelopes.
- f) Bidders can apply for one or several lots. However, they are requested to fill all information within one same lot, any missing information may lead to rejection of the offer(s).
- g) Prices should be submitted in USD only.

4. General Conditions

- a) The **closing date** of this tender is fixed on **26/12/2018 at 14:00 pm** Iraq, Erbil time and only in-hand deliveries can be accepted in IBC Iraq Country Office at the following address: -
Ashti Street, Mehella Ashe Chami, No: 59 Zakho, Iraq.
- b) Tenderers must sign, stamp and return the Offer form according to IBC format.
- c) Tenderers must sign, stamp and return all pages of the Product Specifications for which they apply.
- d) The offer to the call for tender will not result in the award of a contract.
- i. IBC is not liable of adhering to the public open tender procedure. IBC is free to hold a tender process or not.
- ii. IBC reserves the right to cancel any tender, to reject any or all bids in whole or in part, and to award any contract.
- e) IBC may cancel the tender in the following situations:
 - i. When no qualitatively or financially worthwhile bid has been received or there has been no response at all.
 - ii. The economic or technical parameters of the project have been fundamentally altered.
 - iii. Exceptional circumstances or force majeure render normal performance of the project impossible.
 - iv. 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.
 - v. In no circumstances will IBC be liable for damages, whatever their nature (in particular 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.

5. 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.

Below listed documents must be submitted as originals, or if copies, they must be verified by a notary with the statement of “*as per original*”.

As the language of the tender is English, all tender documents as well as any additional documents the bidder intends to submit to IBC must be presented in English language only. For the Tender Evaluation Committee to accept documents written in any other language than English, for each document a certified translation must be attached.

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

- a) Company’s official registration certificate obtained from the relevant national government authority
- b) Company’s official registration certificate obtained from the local Chamber of Commerce and/or Chamber of Industry
- c) (OPTIONAL/IF APPLICABLE: Notarially certified partnership/joint venture agreement)
- d) Tax certificate (stating that company is officially registered with the relevant taxation authorities)
- e) Tax liability certificate (stating that company is not in tax debt)
- f) Bidder’s Questionnaire (PART C) (signed by duly authorized company representative)
- g) Tender instruction document (PART A), Bidder’s Questionnaire (PART C) and Bidder’s Ethical Declaration (PART D) (signed by duly authorized company representative)

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

- h) Financial Offer-Form (PART B), quoted in **USD**; 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.

6. Technical specification of supplies

The technical specifications of the items/products and kits are defined in PART B and these are non-negotiable. 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.

7. Contract penalties and rejection of supplies

All delivered supplies shall at all times comply with the technical specifications defined in PART B form. All supplies not fully meeting these requirements will be rejected by IBC and are subject to replacement by the supplier. All transportation charges incurred for the return and re-delivery of the commodities will be the responsibility of 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. The supplier will reimburse IBC for all incurred costs of the emergency purchase (costs for the items of the respective supplies/kits, transportation costs, costs for loading and unloading, costs for insurance, costs for the deployment of IBC personnel).

In case of transport damage, IBC will count and record the damage in writing and refuse to accept the damaged supplies/kits. The supplier shall re-deliver the outstanding number of supplies as soon as possible. Should the re-delivery not take place within the agreed delivery period of the lot, IBC will reduce the amount due by 5% of the total price for the lot of the respective supplies per day later than the agreed delivery period.

For each day, an agreed delivery of supplies is overdue, even though still within the agreed delivery period for the respective lot, IBC will reduce the amount due by 1% of the total price for respective number of items. For each day, the delivery exceeds the agreed delivery period, IBC will reduce the amount due by 1% of the total price for respective lot.

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, 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 (i.e until 10.03.2019), IBC has the right to terminate the contract immediately effective.

If due to reasons other than force majeure the supplier does deliver less than the ordered amount of supplies, IBC will not pay for the missing items. Furthermore, IBC will procure the items 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, transportation costs, 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 (i.e until 10.03.2019), IBC has the right to terminate the contract immediately effective.

If due to reasons other than force majeure the supplier does deliver any of the ordered amount of supplies, IBC will procure the missing items 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 items, transportation costs, costs for loading and unloading, costs for insurance, costs for the deployment of IBC personnel. Furthermore, 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.

8. Terms of Payment

The terms of payment are the following:

In accordance with the delivery of partial quantities, the total amount due will be split into installments.

The payment shall be made after the delivery; IBC will not make any advance payments.

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

The payment currency is USD.

In case the supplier is obliged to reimburse IBC for supplies or kits that have to be purchased on the market due to failure of the supplier, the supplier shall do so within 7 (seven) days after having received the payment request by IBC.

9. 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.

In no circumstances will IBC be liable for damages, whatever their nature (in particular damages for the loss of profits) or relationship to the cancellation 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.

9.2 Submission of documents and evaluation of bids:

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

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 up).**

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.

10. 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.

No contractual relationship will exist except pursuant to the handover of the performance bond (see section 8 of this document for further information) from the successful bidder to IBC and a written contract document signed by a duly authorized official of IBC and the successful bidder.

The contract shall be in English language.

United Methodist Committee on Relief - UMCOR 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.

11. 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.

12. Exclusion criteria

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

- i. 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;
- ii. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - iii. they have been guilty of grave professional misconduct proven by any means;
 - iv. 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;
 - v. 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 United Methodist Committee on Relief – UMCOR's financial interests;
 - vi. they are currently subject to an administrative penalty.

13. Bidders declaration:

Bidders are required to declare:

- i. that they carry out their duties following the highest professional standards,
- ii. that there is no conflict of interest with other recent commitments and contracts,
- iii. that they respect ethical and environmental aspects such as working conditions, social rights, ethical transport and cargo and non-exploitation of children.

14. The deadline for questions and answers

Bidders can send any queries that may arise with regards to the tender to the email address "iraq@ibc.org.tr" until the **23/12/2018**. 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.

15. 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. In the event that the supply of food parcels should be delayed by such cause or event by more than one (1) month, IBC shall have the right to terminate this contract effective immediately by written notice to the supplier.

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 Questionnaire and Company self-disclosure analysis sheet
- **PART D:** Bidder's ethical declaration

Sincerely yours,

International Blue Crescent Relief and Development Foundation
Aziz Civelek
IBC, Procurement and Logistics Department Manager

For Bidder's Use

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

Company Name:

Authorized Representative Name:

Signature:

Date: