

Tender Notice

Contract title: Supply of cash distribution to recipients in Nineveh region, Shirqat ,
Hawejiya and Baiji districts

Project code: IRQP000077

Tender number: IRQC000260

Procedure: Negotiated National tender

Location: Iraq

Contracting Authority: Člověk v tísni, o.p.s. (People in Need, hereinafter PIN)

Entered in the Register of Non-profit Organizations administered by
the Municipal Court in Prague, Volume O, File 119

With its registered office at: Šafaříkova 635/24, 120 00 Prague 2

ID: 257 55 277

Local Office Address: Nergiz Plaza Building, Gulan Street, Erbil, Iraq.

Represented by Pavel Kurochka based on the power of attorney
granted by the director

Part 1: Instructions to tenderers

I. SCOPE OF TENDER

1. Qualified tender offers (bids) are sought from competent suppliers registered with company registration in Iraq or KRG for the following services:
 - **Cash distribution to various recipients in Nineveh (including all districts and subdistricts in Ninveh region) ,Shirqat.Hawjiya and Baiji districts**
 - **Salary distribution to field offices (payment of wages for our employees in the Shirqat,Bertilla)**
2. Supplier delivers cash payments to recipients according to PIN requests, PIN reimburses the supplier within 10 days after invoice is delivered to PIN office.
3. The supplier shall agree with PIN offices/places for each area where is possible to release payments to the recipients. For purpose of this tender and consequential cooperation PIN identifies the following types of payments:



*** Payments at Supplier's office** – Supplier is releasing payment to recipient in accordance with distribution list in supplier's office.

*** Payments at PIN's office** – Supplier delivers payments at PIN office for operational expenses, payrolls, etc.

*** Cash distribution** – Supplier releases payment to recipients at agreed place on agreed time (for example: teachers at school, community centres for cash grants, cash for work, facilitators etc).

4. Before each payment, PIN shall provide to the supplier a distribution list for each distribution place/office with identification of recipients, currency type (USD or IQD) and amount of cash to be paid to each recipient.
5. The supplier shall deliver full amount of money in cash and process payment to each recipient according to the provided distribution list and indicated currency.
6. The supplier shall be responsible for checking the identity of the beneficiaries and obtaining their signature on the distribution list before handing them over the money together with payment slip.
7. PIN staff shall monitor the cash payments on distribution sites.
8. The supplier shall entrust the authorized PIN personnel with distribution list and agreed supporting documentation. After documentation is checked, both supplier and PIN personnel sign the distribution protocol.
9. Once amount distributed by the Supplier, Supplier shall issue invoice to PIN for distribution fees-commission. Invoice has to contain also list of amounts distributed.
10. PIN reimburses the Supplier in USD or EUR by bank transfer, check or cash within 10 days after each completed delivery to the final destination. The reimbursement to supplier is subject to receiving of a proper invoice from supplier and approved/signed distribution list to PIN representative. Pending payment of invoice is not reason for Supplier to stop other distributions for PIN.
11. Supplier has to be able to provide payments in USD in Iraq and to distribute banknotes (year of issue 2006 and above that should not be broken or damaged) of small nominal value. Supplier will be reimbursed in USD. Exchange rate will be fixed on the day of distribution.
12. Supplier has to be able to communicate through different means of communication (email, phone, ...).
13. Delivery time for each cash payment shall happen within 2 days. The exact delivery schedule will be agreed with the supplier based on each request by PIN.
14. The winner supplier will be required to enter into a service contract with fixed fee rate (price) for a period of 12 months with PIN.



15. Tenderer must have experience with similar works and provides 3 satisfactory client references.
16. A service contract will be awarded to one supplier who will rank the highest scores in meeting the selection criteria. The individual deliveries throughout the duration of the contract will be requested in writing and will be always placed with the highest-ranking supplier first. Only if the highest-ranking supplier would not be able to deliver in requested deadline, the second highest ranking supplier will be requested to deliver.

II. TENDERING

1. **Tender documentation** with detailed instructions for tenderers and forms to be filled by the tenderers can be obtained from the PIN office at **Nergiz Plaza Building, Gulan Street, Erbil, Iraq** between **9.00 a.m. 5:30 p.m.** during working days **before Sunday, 29th December2019** or upon request via email procurement.iraq@peopleinneed.cz
Tender forms and instructions included in tender documentation must be strictly followed otherwise the tender offer might be excluded.

2. If any of the Tenderers **requires any clarification relating to the tender**, such question should be sent to PIN by e-mail to the following e-mail address: procurement.iraq@peopleinneed.cz If PIN answers the question, **all other Tenderers will be copied the answer. Communication will be held through e-mail.**

To ensure that PIN could copy the answer to all tenderers, all Tenderers are advised to send their e-mail contacts to the above specified PIN e-mail address, or otherwise ensure that PIN knows their contact details.

In case the Tenderer does not inform PIN about corresponding e-mail address PIN will send the copy of the answer to any e-mail address available to PIN from public sources and then the Tenderer cannot claim that they/it did not know the same information as other Tenderers.

Questions could be answered only until Sunday 29th December2019. PIN does not guarantee that all questions will be answered.

Tender offers should not be dispatched before expiry of the period for questions under the preceding point II. 2. of this notice - if the Tenderer dispatches the tender offer before expiry of that period they/it cannot claim that they/it did not know all information as other Tenderers.

3. Each Tenderer shall submit only one Tender offer, either individually or as a partner in a joint venture. A Tenderer who submits or participates in more than one Tender offer will be disqualified from the Tender.
4. Tenderers are responsible for their own transportation to the site as well as all required documentation (e.g. security permissions for the area, etc.).
5. Tender **offer must remain valid** for the period of **60 days** from the date of closing unless withdrawn in writing before the close of tenders.



6. The contract is concluded with the winning tenderer. Should the winning tenderer fail to provide to PIN the necessary cooperation to conclude the contract within the period of 30 days upon the tender results notice, PIN can further negotiate with the second-best tenderer that shall be considered the winning tenderer. Should they fail to conclude the contract with the second-best tenderer within 15 days following the notice, PIN is allowed to cancel the tender. Notice of results shall be deemed the third day following the day of dispatch of the tender results notice.
7. **Sealed tender offers** have to be submitted to PIN or sent by registered post to reach the PIN office **before closing date and time: Thursday 2nd January 2020, 11:00 a.m.** to the following address: **Nergiz Plaza Building, Gulan Street, Erbil, Iraq.**

Bids received after the closing date & time will not be considered.

8. Sealed envelope with PIN address should be marked with the following text: **“Supply of cash distribution to recipients in Nineveh region, Shirqat , Hawejia and Baiji districts” “DO NOT OPEN BEFORE , Thursday 2nd January 2020,11:00 a.m**
9. Envelope opening session will be held on **Thursday 2nd January 2020,11:01 a.m. at Nergiz Plaza Building, Gulan Street, Erbil, Iraq** and the tenderers or their authorized representatives are invited to be present at the envelope opening.

III. QUALIFICATION AND EVALUATION CRITERIA

1. To accept or reject the tender is the responsibility of the **Tender Committee**, decision of which shall be final.
2. Each tenderer must meet and properly prove the following **qualification criteria** with relevant documentation
 - Authorisation to engage in business activities in the respective field – **company registration**
 - Filled, signed and stamped quotation form - Annex1
 - Filled, signed and stamped eligibility sworn statement -Annex2
 - Description of previous past experiences on similar project with International NGOs with verifiable reference
3. The tender evaluation committee will evaluate and award the contract on the basis of the following **evaluation criteria**.
4. **Rate Average – distribution fee (as percentage of transferred amount to recipients)**



- Criteria weight is **100%**
- Formula: (Best Tenderer Rate Average/Evaluated Tenderer Rate Average) *Criterion Weight.
- All the tenderers must submit offered price in the form of completed Annex of this Tender Notice – Annex no. 1

For each bid, points from all evaluation criteria will be added up and the winning bid will be the bid with the lowest weight fee, In case of equal number of points, the winning bid will be the one with the lowest price.

IV. OTHER PROVISIONS

Tenderers will be notified about the results of the tender via **e-mail within 12 working days** after the termination of the tender.

V. Summary of requirements on tender offer

Tender offer (bid submitted by the tenderer) shall consist of the following documents:

No.	Document	Remarks
01	<i>Quotation form-Annex1</i>	<i>filled, signed and stamped</i>
02	<i>Sworn Eligibility statement (Annex 2)</i>	<i>filled, signed and stamped</i>
03	<i>Registartion documents of company</i>	<i>Submitted</i>
04	<i>Refrences confirming experineces in similiar works</i>	<i>submitted</i>



Part 2: Terms and conditions

I. EXCLUSION AND DISQUALIFICATION

1. PIN shall **exclude from the tender any bid of a tenderer** falling into any of the following cases:

- a) 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;
- b) They or persons having powers of representation, decision-making or control over them have been **convicted of an offence** concerning their **professional conduct** by a judgement that has the force of res judicata;
- c) They have been **guilty of grave professional misconduct** proven by any means that the contracting authority can justify;
- d) 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 those of the Czech Republic or those of the country where the contract is to be performed;
- e) They or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata **for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity**;
- f) They do **engage in the employment of children**, disrespect basic social rights and working conditions based on international labour standards;
- g) They have **engaged in the trafficking in persons** and have **provided any support** (direct or indirect) of **terrorism**, including the financing of terrorism, or transactions with persons connected with terrorism;
- h) They are currently subject to an **administrative penalty** imposed by donor or have been listed by the donor as **ineligible** for participation in award procedures financed by donor's money;
- i) Candidate might be excluded on the basis of another procurement procedure or grant award procedure financed by PIN or donor of the project, under which they have been **declared to be in serious breach of contract** for failure to comply with their contractual obligations;
- j) They or any of their employees, associates or other persons related to them provided technical assistance to PIN under that same procurement procedure.

Points (a) to (d) do not apply to the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.



Tenderers shall declare they are in none of the situations listed above by the signature of **Sworn eligibility statement** form.

2. Bids of tenderers shall be **disqualified** from the tender who, during the procurement procedure:

- a) tenderer is subject to a **conflict of interest**;
- b) tenderer has **not stated true facts** or has misinterpreted information required by PIN, or fails to provide timely such information or to provide required documents stated by PIN as condition for participation in the tender;
- c) **tenderer does not meet the PIN qualification criteria** or requirements stipulated in the tender documentation.
- d) tenderer has fulfilled the exclusion condition mentioned above in preceding article (Part 2, Article I.), points c) or i) **during the last 2 years** prior to the launch of the tender.

II. CODE OF CONDUCT FOR SUPPLIERS

In addition to the above conditions for disqualification, Code of Conduct for Suppliers defines all areas that PIN expects all of its suppliers at minimum to respect, and operate in ways that meet fundamental responsibilities in human rights, labour, environment and anti-corruption. The Code of Conduct is defined by the Ten principles of the UN Global Compact¹:

- Support and respect the protection of internationally proclaimed human rights;
- No involvement in human rights abuses;
- Freedom of association and recognition of right to collective bargaining;
- Employment is freely chosen, not forced or compulsory;
- No exploitation of children and child labour;
- No discrimination in respect of employment and occupation;
- Support a precautionary approach to environmental challenges;
- Accept greater environmental responsibility promotion;
- Encourage the development and spread of environmentally friendly technologies;
- Adhering to highest standards of ethical conduct behaviour, including: working against corruption and all its forms, conflict of interest disclosure, respect to local laws.

III. CANCELLATION OF THE TENDER/NON-CONCLUSION OF THE CONTRACT WITH THE WINNING TENDERER

PIN may cancel the announced tender or not conclude contract with the winning tenderer in the following cases:

Case	Procedure
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¹ For more information, see <https://www.unglobalcompact.org/what-is-gc/mission/principles>



a)	PIN has not received any bid , or none of the bids received was qualitatively and/or financially worthwhile or all the bids received have been disqualified from the tender	PIN has the right to cancel tender and launch simplified procedure with a single tenderer
b)	Major discrepancies have been found in the Tender Notice or other supporting documentation of the tender;	PIN has the right to cancel tender and announce a new tender
c)	Serious circumstances have occurred during the tender which prevent PIN to continue the tender	PIN has the right to cancel tender and launch simplified procedure with a single tenderer
d)	Only one bid , complying with the tender conditions, has been submitted	PIN has the right to cancel tender and launch simplified procedure with a single tenderer
e)	The winning tenderer refuse to sign contract with PIN, have not stated true facts in their bid or their bid is at dumping price or otherwise jeopardizes free competition in the market (e.g. forbidden supplier agreements, cartels, abuse of the leading position in the market).	PIN has the right to cancel tender or to accept a bid of the tenderer who ranked as the second best or at other rank in the tender

IV. GENERAL CONDITIONS

1. The **Tenderer shall bear all costs** associated with the **preparation and submission of the Tender**, and PIN will in no case be responsible or liable for such costs.
2. The tenderer hereby declares and warrants that has seen and understood the terms of the below mentioned **policies** and it complies and shall comply with all applicable terms and conditions specified therein:
PIN Policy on Ethical Conduct, PIN Code of Conduct, PIN Anti-Corruption Policy and other related policies referred to therein, which are incorporated by reference and represent an integral part of this tender notice. Electronic copies containing the complete text are available at:
www.clovekvtisni.cz/policies
3. The tenderer will immediately and without undue delay inform PIN of any event which interferes or threatens to materially interfere with this Tender notice, including suspicion of or actual fraud, corruption, bribery, theft, terrorist financing or other misuse of funds. Such information should be passed in the first instance to fraud@peopleinneed.cz.
All information will be treated with the upmost confidentiality. Information can also be reported directly to the PIN programme team where appropriate, these will be immediately passed on to the above-mentioned e-mail address.
4. PIN reserves the right to cancel the tender without giving any reason.



List of Annexes:

Annex 1: Quotation form

Annex 2: Eligibility sworn statement




On behalf of People In Need

19.12.2019

Date



