

# Tender Notice

**Contract title:** Malteser project-Supply and installation of solar system in three schools-Nineveh

**Project code:** IRQP000079

**Tender number:** IRQC000265

**Procedure:** Negotiated 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

- I. Qualified tender offers (bids) are sought from competent contractors registered with company registration or similar document permitting execution of installations works in the area of the sites without restriction for the following installations works and related supplies:

#### Supply and installations of solar system in 3 schools-Nineveh

| NO. | Name of School                         | Area    | GPS Coordinates                         |
|-----|----------------------------------------|---------|-----------------------------------------|
| 1   | Bahzani secondary school               | Wana    | 36.451548831537366<br>43.33518035709858 |
| 2   | Telkaif 1 <sup>st</sup> primary school | Telkaif | 36.491667<br>43.124449                  |
| 3   | Telkaif secondary school               | Telkaif | 36.4963960211004<br>43.12305895487391   |



Attached, in the form of the Tender Notice Annexes, are these technical documents describing requested installations works and related supplies in detail:

- **Annex 1 – BOQs for Bahzani Secondary school, Telkaif 1<sup>st</sup> primary school, Telkaif secondary school**

**Tenderer can participate based on the available capacities and free will of the tenderer.**

Selected Tenderer (Contractor) should start the works immediately after signature of the contract – the exact day will be specified from the side of the Contracting Authority.

- II. Selected tenderer (Contractor) has to allocate for all locality sufficiently experienced site manager (engineer), who will be presented during the all duration of the installations works in order to coordinate all works. This person will be also the Contractor contact person – for the Contracting Authority and DoE representatives. The Contractor site manager (engineer) has to be presented also during the visit of DoE representatives after the installations will be finalized in order to get the approval from DoE side.
- III. The work in general consist of the provision of materials, equipment, manpower and respective approvals and handovers. All specified is requested in the frame of this project in order to make the work complete in every part and detail – as described in technical Annex1,
- IV. To be delivered and distributed in 2 schools in Telkaif, 1 school in Bahzani - **Nineveh, Iraq**. The final delivery schedule will be provided to the winning supplier upon contract signature.
- V. Only legitimate suppliers, wholesalers and retailers with warehousing capacities are invited to participate. No dealers or intermediaries shall apply.
- VI. By participating in this, tender suppliers fully agree to respect criteria set in this paragraph I: Scope of tender.
- VII. Suppliers must offer commodities matching or exceeding the quality specified in BOQs forms Annex-1
- VIII. The goods/items will be handed over at the place of delivery and it is full responsibility of supplier to deliver the goods/items in undamaged and clean condition. PIN will not accept any damaged, broken or dirty goods/items.
- IX. **Sample/Items:** each supplier should provide pictures for the items with technical specification if he wants to take part in and should be submitted together with the tender offer to the PIN office in **Nergiz Plaza Building, Gulan Street, Erbil, Iraq**. Delivered goods not matching the original samples, cannot be accepted by PIN, the supplier would have to replace them accordingly in this case.



- X. Sustainable alternative/equivalent of the solar system to the one mentioned in Annex 1 – Bill of quantity for Bahzani Secondary, Telkaif primary and secondary school can be provided in regards of Tender IRQC000265.
- XI. **Transportation** including delivery of items to installations points - 2 Schools in Telkaif and 1 school in Bahzani in Nineveh region. Detailed info about schools and their locations will be provided for the winner company after signing the contract.
- XII. **Winning supplier(s) is(are) responsible for issuing the permission for delivery of goods/items to final destination: 2 school Telkaif, 1 school Bahzani-Nineveh, Iraq**
- XIII. The Bill of Quantity shall be priced and totalled in US Dollars – and submit to PIN office as a part of the offer. For further information please see the Chapter no. V of this Tender Notice. The empty form of the Bill of Quantity for all schools form the Tender Notice Annex (no. 1).  
The Tenderer shall make sure that all clauses are priced and the calculations are accurate. The Tenderer will bear responsibility for the non-priced clauses and inaccurate calculations in the submitted offer. Price for performance of the work is equal to the sum of the item prices in the Bill of Quantity.
- XIV. All conditions of the Tender notice as well as the unit cost of works indicated in Bill of Quantity will stay unchanged. Any additional or cancelled work must be approved by the Contracting Authority in a written form before the commissioned work starts. In case there will be any additional or cancelled works, item price for such works, which shall be implemented in higher or lower quantity, will be specified based on the item prices, stated in the Bill of Quantity. Item price for additional works, which are not specified among the item prices in the Bill of Quantity, will be specified as an open market value related to the place and time – by an agreement of the PIN and supplier.
- XV. Supplier will also deliver a training session to every school staff regarding the maintenance of solar installation and another session to dedicated PIN personnel.
- XVI. The supplier will guarantee a bi-monthly maintenance check of the installation during the warranty period
- XVII. Delivery time: equipment should be delivered and installed no later than February 2020
- XVIII. Payments will be made to the Contractor per Contract in the same way - in the form of instalments as follows:
- a) First instalment payment: 40 % of the contract value upon providing the materials to the site of installation
  - b) Second instalment payment: 55 % of the contract value upon installation and handover the works
  - c) Third Instalment payment: 5 % of the contract value upon finishing warranty period 6 months



## 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 29.12.2019** or upon request via email [procurement.iraq@peopleinneed.cz](mailto: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](mailto:procurement.iraq@peopleinneed.cz) If PIN answers the question, **all other Tenderers will be copied the answer. Communication will be held through e-mail only.**

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 29.12.2019 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. 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 2<sup>nd</sup> January 2020, 14:00 pm to following address: PIN Office Nergiz Plaza Building, Gulan Street, Erbil, Iraq.**

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

4. 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.
5. 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
6. Sealed envelope with PIN address should be marked with the following text:

**"Tender IRQC000265- Malteser project-Supply and installation of solar system in three schools- Nineveh, DO NOT OPEN BEFORE Thursday 2<sup>nd</sup> January 2020, 14:00 pm**



7. Envelope opening session will be held on: **Thursday 2<sup>nd</sup> January 2020, 14:01** venue: **PIN Office Nergiz Plaza Building, Gulan Street, Erbil, Iraq**. In addition, 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
  - Annex 1 – Bill of quantity for Bahzani Secondary, Telkaif primary and telkaif secondary schools.
  - Annex2- Filled, signed and stamped Sworn Eligibility Statement
  - Annex3-Filled, signed and stamped Letter of assurance
  - Pictures of items with clear technical specification
  - Authorisation to engage in business activities in the respective field – **company Registration**
  - List of equipment for the implementation of the work
  - List of key staff engaged in the works (at least two electrical engineer and two electrical technicians)
  - References confirming the experience in performing similar projects (at least two previous experiences in same work)
3. The tender evaluation committee will evaluate and award the contract on the basis of the following **selection criteria**:
  - ❖ *Price (including transportation fee) in USD currency*
  - ❖ *Quality*
  - ❖ *Capacity/experience of bidder*

#### 4. Selection method (selection criteria evaluation):

##### Evaluation method (selection criteria evaluation):

- **Price**
  - Criteria weight is **40%**
  - Formula: (Best Tenderer Price/Evaluated Tenderer Price) \*Criterion Weight.
  - Price shall be quoted in USD
- **Quality**
  - Criteria weight is **30%**
  - The supplier should provide pictures for items with clear technical specifications

Point evaluation (weighted points):

Criterion will obtain between 0 and 5-point, 5 point being the maximum, 0 points the minimum and the points obtained will be multiplied by criterion weight.



PIN expert evaluation committee will assign up to 5 points for the best quality of the sample, based on the following evaluation grid:

| Score | Benchmark                                                                                                                                      |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 5     | Excellent quality with no weaknesses in standard shown and matches or exceeds the quality requirement and is durable                           |
| 4     | A good standard quality, meets the requirements and is durable                                                                                 |
| 3     | A satisfactory quality which demonstrates reasonable level of standard but does not meet the requirements in some areas                        |
| 2     | A quality where gaps exist - lacks good level of standard and there is a significant risk that the good will be rejected & will not serve well |
| 1     | A quality where serious gaps exist - lacks in meeting the requirements                                                                         |
| 0     | Failing quality                                                                                                                                |

Those bidders who get less than 3 for the capacity of the bidder shall not be accepted or considered and their offer will be rejected.

- **Capacity/experience of bidder**

- Criteria weight is **30%**
- List of equipment for the implementation of the work/installation
- List of key staff engaged in the works (at least two electrical engineer and two electrical technicians)
- References confirming the experience in performing similar projects (at least two previous experiences in same work)

Point evaluation (weighted points):

For capacity of the bidder, criterion will obtain between 0 and 5-point, 5 point being the maximum, 0 points the minimum and the points obtained will be multiplied by criterion weight.

PIN expert evaluation committee will assign up to 5 points for the best capacity of criteria weight, based on the following evaluation grid:

| Score | Benchmark                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5     | Excellent response with no weaknesses shown and exceeds the requirement - also provides comprehensive, detailed, and convincing assurances that the services will be delivered to an excellent standard |
| 4     | A very response that demonstrates real understanding and fully meets the requirements - offers assurances that the service delivered will be of a high standard                                         |
| 3     | A satisfactory response which demonstrates a reasonable understanding of the requirements and gives reasonable assurance of delivery of services to an adequate                                         |



|   |                                                                                                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | standard, but does not provide sufficiently convincing assurance to be able to award them a higher mark                                                                                                                |
| 2 | A response where reservations exist - lacks full credibility/convincing detail, and there is a significant risk that the response will not deliver/be successful                                                       |
| 1 | A response where serious reservations exist - the may be because, for example, insufficient detail is provided and the response has fundamental flaws, or seriously lacks credibility with a high risk of non-delivery |
| 0 | Response completely fails to address the criterion under consideration                                                                                                                                                 |

**Those bidders who get less than 3 for the capacity of the bidder shall not be accepted or considered and their offer will be rejected.**

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

#### **IV. OTHER PROVISIONS**

Further negotiations with a tenderer the about price and conditions are allowed if the negotiation is directed at making the bid more favourable for PIN.

In justified cases after receiving bids and/or during the negotiation (especially if it becomes apparent, that none of the tenderers can execute the contract in its full extent) is PIN entitled to split the contract between two or more suppliers so, that each of them will supply part of the contract. This decision must be announced to all bidders so, that they have chance to modify their bids.

In case additional material or instructions would prove to be necessary for finalization of the activity for which this tender is published, PIN reserves the right to procure them from the winner of this tender under a negotiated procedure on the basis of a single tender if the potential extension of the contract for a value and duration wouldn't exceed the value and the duration of the initial contract awarded under this tender.

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                           |
|-----|---------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1   | Annex1-Bill of quantitiy for Bahzani secondary school, Telkaif primary school, telakif secondary school | <i>filled, signed and stamped</i> |
| 2   | Annex2-Eligibilty sworn statement                                                                       | <i>Filled, signed and stamped</i> |



|          |                                                                                                      |                                   |
|----------|------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>3</b> | Annex3-Letter of assurance                                                                           | <i>Filled ,signed and stamped</i> |
| <b>4</b> | List of equipment for the implementation of the work, including pictures and technical specification | <i>Signed and stamped</i>         |
| <b>5</b> | List of key staff engaged in the works                                                               | <i>,Signed and stamped</i>        |
| <b>6</b> | References confirming the experience in performing similar projects                                  | <i>Signed and stamped</i>         |
| <b>7</b> | Registration documents of company                                                                    | <i>Submitted</i>                  |
| <b>8</b> | Pictures of samples/items with clear technical specification                                         | <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 Compact<sup>1</sup>:

- 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 |
|------|-----------|
|------|-----------|

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



|    |                                                                                                                                                                                                                                                                                                          |                                                                                                                                           |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| a) | PIN has <b>not received any bid</b> , or none of the bids received was <b>qualitatively and/or financially worthwhile</b> or <b>all the bids</b> received have been <b>disqualified</b> from the tender                                                                                                  | PIN has the <b>right to cancel tender and launch simplified procedure with a single tenderer</b>                                          |
| b) | <b>Major discrepancies have been found in the Tender Notice</b> or other supporting documentation of the tender;                                                                                                                                                                                         | PIN has the right to cancel tender and <b>announce a new tender</b>                                                                       |
| c) | <b>Serious circumstances</b> have occurred during the tender which prevent PIN to continue the tender                                                                                                                                                                                                    | PIN has the <b>right to cancel tender and launch simplified procedure with a single tenderer</b>                                          |
| d) | <b>Only one bid</b> , complying with the tender conditions, has been submitted                                                                                                                                                                                                                           | PIN has the <b>right to cancel tender and launch simplified procedure with a single tenderer</b>                                          |
| e) | The winning tenderer <b>refuse to sign contract with PIN, have not stated true facts</b> in their bid or their bid is at <b>dumping price</b> or otherwise <b>jeopardizes free competition</b> in the market (e.g. forbidden supplier agreements, cartels, abuse of the leading position in the market). | PIN has the <b>right to cancel tender or to accept a bid of the tenderer who ranked as the second best</b> 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](http://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](mailto: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 – Bill of quantity for Bahzani Secondary, Telkaif primary and secondary schools
- Annex 2- Filled, signed and stamped Sworn Eligibility Statement
- Annex 3 - Filled, signed and stamped Letter of assurance

  


On behalf of People In Need

19.12.2019

Date

