

Invitation to Bid



Danish Refugee Council,
South Area Office
Iraq

09.April.2023

To: All Prospective Bidders

Invitation to Bid No: ITB-003DIY23 - Rehabilitation of Al-Hadid Water Treatment Unit in Al-Khalis District.

Dear Sir/Madam:

The Danish Refugee Council (DRC) receives grants from BHA for the implementation of the humanitarian aid operation in Iraq. Part of this operation is the provision of Rehabilitation work of Rehabilitation of Al-Hadid WTU in Al-Khalis District. Therefore, the DRC requests you to submit price bid(s) for the supply of the item(s) listed within the attached DRC Bid Form Annex A1 and A 2.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	ITB published	10-April-2023
2	Site Visit Date and coordinates	16-April-2023 - 10:00 AM Iraq Time. Site coordinates: 33.763972, 44.563556 : Al-Hadid WTU
3	Email for Clarifications	bidqueries.iq.diy@drc.ngo
4	Closing date for clarifications	18-April-2023 - 01:00 PM Iraq Time.
5	Closing date and time for receipt of Tenders.	24-April-2023- 04:00 PM Iraq Time
6	E mail for Submission of bids	tender.iq.diy@drc.ngo
7	Tender Opening Location	Diyala DRC Office Location: New Ba'quobah, Hay Al-Fares, Taboo Street District 206, Street 34, House 31 Diyala, Iraq
8	Tender Opening Date and time	25 April 2023- 10:00 AM (Iraqi Time)

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a contract for the Rehabilitation of Rehabilitation of Al-Hadid WTU in Al-Khalis District.
- The delivery time of the supply shall be within 45 calendar days from site handover date. DRC may terminate the contract or impose other penalties if supplier fails to deliver items within this period, (penalty calculation: contract value/contract implementation period) x 20% for every day of the delay period).
- The SUPPLIER warrants that all works performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract.

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- The Defects Liability Period is 90 Calendar days from the 100% work completion certificate date. Performance Guarantee: A Certified cheque or bank Guarantee with an amount of 20% of total contract value, must be ready and available for submission to DRC upon signing the contract.
- Site visit is highly recommended in this tender but not mandatory.
- All supplies shall be delivered as per DDP INCOTERMS 2020 to Diyala Governorate.
- No advance payment will be paid to the awarded supplier. The awarded supplier is expected to mobilize its own resources to deliver the agreed material.
- Firms with nationality of, or goods originating from, prohibited sources as per Office of Foreign Assets Control administrators (OFAC) sanctions will be disqualified, winning bidder may be subject to additional compliance checks on current OFDA, OFAC, and US Treasury, regulations governing prohibited sources prior to contract signing.

III. SELECTION AND AWARD CRITERIA

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications stated in Annex A, and clearly indicated in part “B” of this document.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	A.1	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and Submit in the technical bid envelope/Email.
2	A.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and Submit in the Financial bid envelope/Email.
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and Submit in the technical bid envelope/Email.
4	C	DRC General Conditions of Contract for the procurement of Services	Complete ALL sections in full, sign, stamp and Submit in the technical bid envelope/Email.
5	D	Supplier Code of Conduct	Complete ALL sections in full, sign, stamp and Submit in the technical bid envelope/Email.
6	E	DRC Supplier Profile and registration form	Complete ALL sections in full, sign, stamp and Submit in the technical bid envelope/Email.
7	F	Statement of Source and Nationality	Sign, stamp and Submit in the technical bid envelope/Email.
8	G	References – Past Clients	Provide list of at least two clients for similar services as those required in the Technical bid evidenced by work completion certificates or contracts, within the last 8 years Preferably with INGO's Submit in the technical bid envelope/Email.
9	N/A	Certificate of Company Registration/ Evidence of Tax Clearance	Attach a Copy and Submit in the technical bid envelope/Email.
10	N/A	Copies of Identification of Company Directors (National ID Card, International Passports)	Attach a Copy and Submit in the technical bid envelope/Email.
12	N/A	Work Plan	Please provide a copy of your proposed work plan for implementing this project, Submit in the technical bid envelope/Email.

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB. A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures, and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the ITB, it will be rejected.

The technical specifications are detailed in Annex A.1 – Technical Bid Form.

The technical criteria stipulated include.

Technical criteria #	Technical criteria	Scoring
1.	The extent to which offered specifications meets DRC required specifications. as stipulated in Annex A1 - Technical Bid Form.	Pass / Fail
2.	Delivery Time within 45 calendar days.	Pass / Fail
3.	Have at least 2 similar projects / works experience in last 8 years period with a minimum value of 30,000 USD for each contract.	Pass / Fail
4.	The work plan offered shall be reasonable, cover the BoQ technical requirements and to be in line with the offered lead time.	Pass / Fail
5.	Bidder to agree on additional comments mentioned within Annex A-1.	Pass / Fail
DRC will use the Pass/Fail method to technically evaluate each of the above criteria. All offered items that technically meet the stipulated specification will be considered as passed		

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the **DRC Bid Form (Annex A.1 and A.2)**

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B), and any other documents required as indicated in section III, A (Administrative Evaluation) above.**

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the ITB requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.

ITB No.: **ITB-003DIY23** - Rehabilitation of Al-Hadid WTU in Al-Khalis District.
TECHNICAL BID
Bidder Name:

Each part shall be placed in a **sealed** envelope, marked as follows:

ITB No.: **ITB-003DIY23** - Rehabilitation of Al-Hadid WTU in Al-Khalis District.
FINANCIAL BID
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to:

ITB No.: **ITB-003DIY23** - Rehabilitation of Al-Hadid WTU in Al-Khalis District.

Diyala DRC Office Location: New Ba'quobah, Hay Al-Fares, Taboo Street
District 206, Street 34, House 31 Diyala, Iraq 28

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.iqr.diy@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The ITB number shall be inserted in the Subject Heading of the email.**
- **Separate emails shall be used for the ‘Financial Bid’ and ‘Technical Bid’, and the Subject Heading of the email shall indicate which type the email contains.**
 - The Financial Bid shall only contain the financial bid form, Annex A.2
 - The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. **Documents in MS Word or excel formats, will result in the bid being disqualified.**
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. SUBMISSION OF SAMPLES

- N/A

VII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

Unless otherwise requested all Bids shall state if the prices quoted are not DDP (Incoterms 2020).

B. Currency

The currency of the Bid shall be in **USD**.

C. Language

The Bid Form, and all correspondence and documents related to this ITB shall be in English.

D. Packaging

Packaging shall be of international shipping standard, strong quality, and suitable for shipment as provided in the Bid Form.

E. Origin

Country of origin of the items shall be clearly stated.

F. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards.

H. Validity Period

Bids shall be valid for at least the minimum number of 90 days as specified in the ITB from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VIII. ACCEPTANCE

DRC 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 such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB Closure.

IX. AWARD OF CONTRACTS

This ITB does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. 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 DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any ITB, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC ITBs.

X. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof shall be returned to DRC upon request. This ITB is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

XI. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,

- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XII. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

XIII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.ngo/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. . Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.ngo.

XIV. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honoured.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

XVI. LATE BIDS

All Bids received after the ITB closure will be rejected.

XVII. OPENING OF THE ITB

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the 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 DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVIII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XIX. CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by DRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

- where 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 compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XX. QUERIES ABOUT THIS ITB

For queries on this ITB, please send all queries to bidqueries.iqr.diy@drc.ngo Note that inquiries sent to any other email address will not be responded to.

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number.
Bids shall not be sent to the above email.

All questions during the tender period, as well as the associated answers, will be shared with all suppliers and will be published at: <https://www.ncciraq.org/en/opportunities/for-individuals/bids-tenders>, <https://www.iraq-businessnews.com/tenders> and <https://ngosjobs-bids.com/>

Answers to any questions will be uploaded to the aforementioned websites one day after the closure for clarification as per timetable on page 1

XXI. ITB DOCUMENTS

This ITB document contains the following:

1. This covering Letter
2. Annex A.1: DRC Bid Form (Technical bid)
3. Annex A.2: DRC Bid Form (Financial bid)
4. Annex B: Tender and Contract Award Acknowledgment Certificate
5. Annex C: DRC General Conditions of Contract
6. Annex D: DRC Supplier Code of Conduct
7. Annex E: Supplier Profile and Registration
8. Annex F: Statement of Source and Nationality
9. Annex G: References – Past Clients.

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

Diyala Procurement Department- DRC Iraq