



Cooperative for Assistance and Relief Everywhere, Inc. ("CARE"), 1 Sakar St. Masike, Duhok, Iraq

Ref: **PR #1276**

Date: 22-10-2023

Subject: Extension of water pipeline from Etit to Emenki village in Duhok

Dear Vendor,

CARE International in Iraq provides assistance to conflict-affected population in Iraq. CARE receives a grant from **Prolok** donor for implementing of the humanitarian aid operation in Iraq. CARE (Contracting Authority) seeks service providers for **Extension of water pipeline from Etit to Emenki village in Duhok**.

This Invitation to Bid document contains the following:

- Cover Letter about CARE
- Section 2: Instruction to Bidders
- Section 3: CARE General remarks and special conditions/requirements
- Section 4: Pre-Qualification of Bidder
- Section 5: SERVICE PROVISION: Technical description of the bid
- Section 6: Supplier Information
- Section 7: Bidding proposal

Sections 4, 6 and 7 must be completed by the bidder.

SECTION 2. – INSTRUCTIONS TO BIDDERS

By submitting a bid, Bidders fully and unreservedly accept the conditions of this Invitation to Bid, which will constitute the governing of the contract as the sole basis of this procurement procedure. The bidders are expected to read carefully and comply with all instructions, forms, contract provisions and specifications contained in this file. Failure to submit a bid containing all the required information and documentation within specified deadline or extra remarks may result to rejection of the bid without further evaluation.

1. SCOPE OF SERVICE

Requisition No.	No	Location	Description of service
1276	1	Etit to Emenki village	Extension of water pipeline from Etit to Emenki village in Duhok.

1.1. General Requirements:

General Requirements include overview of the works needed to be done as the following:

- The bidder is required to have the technical expertise and financial capability to carry out such works.
- Any modifications to the original design must be agreed in written prior of the implementation.
- Any work updates at site level must be checked by CARE's on-site supervisor with a proper communication to the manager/supervisor.
- May the bidder ask to provide the **technical specifications of the materials, the country of origin and the type of all the materials** submitted by him, all items must be new and not refurbished and highest marks will be given for the best quality materials.
- The contractor must ensure that: all equipment installed by him/her shall be new and not renewed for all the items included.
- Submit a detailed and clear technical offer indicating the quality of the submitted materials.

1.1.1 Safety and Security:

The Contractor is responsible for safety and security of their personnel, equipment, and machinery.

CARE cannot be held responsible for any damages incurred by injury, damage, or loss.

- The Contractor will ensure that the appropriate safety equipment is permanently available on all sites. The Contractor is responsible for the site safety:
- The Contractor will ensure that warning signs barriers are used in field during and after the work, to avoid access of unauthorized persons, especially children to work area.
- The contractor will guarantee the full-time presence of one experienced and qualified worker per site in charge of the safety of the operations.
- The Contractor will provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. CARE shall bear no responsibility for losses or damages of the procured products incurred during the performance period and before acceptance of said products.
- The Contractor will provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to the Republic of Iraq social security law.

The Contractor remains fully responsible, at any time, for their equipment and staff. In case of equipment loss or staff injury, CARE will in no case be held responsible.

1.2. Technical specifications

1.2.1. Field installation/preparation

- All expenses for the supplies, service, and installation including guarding, demolition, unloading, classification as well as the depositing of the material are the responsibility of the Contractor.
- Any site waste shall be removed outside the field boundaries to be disposed in a manner defined by the project

manager and site supervisor.

- The Contractor shall assume full responsibility for the alignment, elevation, and dimension of each and all 'parts of the work. The contractor shall supply labors materials, etc. required for setting out the reference marks and bench 'marks and shall maintain them as long as required and directed.

1.2.2. Transportation and Storage

- Transportation and importing all items required as described in BoQ from inside or outside country to the site of the work is responsibility of contractor (DDP incoterm 2022).
- The contractor is responsible to make their own approvals or documents to pass checkpoints for the transportation of materials and staff.
- The Contractor ensures the protection of the equipment during all transport operations.
- The Contractor ensures the transport and the unloading of their equipment as well as the necessary handling for the installation of appropriate storage places. Furthermore, the Contractor is responsible for the good conservation of their material, and before assembly, he will know:
- The storage places at contractor's disposal.
- The Contractor will take all provisions for packaging of spare parts, specifying the conditions of their storage to ensure their perfect preservation until the moment of their use.

1.2.3. Compliance with standards - lack of standards

- Origins, qualities, characteristics, types, dimensions and masses, methods of marking, testing, checking, and receiving materials and materials must comply with ISO standards or standards in force in Iraq, approved or in force at the time of signing the contract.
- The Contractor must know the KRI "standards" and International technical rules.
- Similarly, to the extent that the Contractor applies different standards and deviates from those referenced, the bidder will be required to specify the standards adopted. CARE, in this case, reserves the right to accept or not these standards.
- The standards and regulations referred to in this document are indicative to specify the quality and usual rules of resistance and performance desired.

1.2.4. Organization, safety, and cleaning of construction sites

- The Contractor has to submit their offer/proposal for the installation of their own site with indication of the storage area, warehouse, etc. and the desired location in the field, will receive from the Project Manager the final instructions for the installation of the site.
- Facilities such as fencing, guarding, security, etc. will be installed and provided by the Contractor and maintained during the turnaround time.
- Contractor will be responsible for the cleaning of work site after completion of work.

1.3 Coordination and Contract Management

1.3.1. Contact Focal Point

The contractor must provide the contact list the focal points in charge of all official communication to and with CARE. The communication will include but is not limited to:

- The contract management to the Logistics Department.
- The follow up of the work and all the field aspect to the CARE project supervisor.
- The financial coordination with the Finance Department of CARE.

1.3.2. Coordination and supervision meeting

- During the duration of the work, CARE project supervisor will organize periodic or ad-hoc meetings on the site or office to review the progress of activities and share field monitoring visit outcomes.

- The Contractor or their duly delegated and qualified representative will attend all these meetings.
- Ordinary meetings will be held on a weekly basis and special meetings will be held in case of any parties' needs. In all cases, the findings and recommendations will be recorded in the site book set up for this purpose by the contractor, and meeting minutes with an attendance sheet will be taken and validated.
- A kick-off meeting prior to the start of the works will be organized to validate the technical documents related to the execution of the contract.

1.4 Handover Process for both projects

Site handover will be organized / facilitated by CARE project supervisor after awarding the contract process.

The contractor should organize the joint validation visit at the end of activities, Contractor will ensure that completion certificate is signed during the validation visit.

The Handover process will be applied for all parts in the same way as follows ,

1.4.1. Testing

- The contractor shall perform all the necessary tests to prove the efficiency, quality, and validity of all the installed equipment and their conformity with the technical specifications at their expense and their responsibility.
- A commissioning period will be included in the work plan before following the construction period, and before the certificate of completion.

1.4.2. Project Final Handover

- The completion of the project will see the whole construction of all infrastructure required and the provision of the operation period previously stipulated. The project will be closed once successful testing has been carried out and the project deliverables have been handed over successfully to the management.
- The supplier shall attach any available manual, technical details and specifications, and catalogues that confirms the installation of the specific items.
- The supplier should provide the warranty documents along with certificate of origin to CARE for future reference.

By the end of the warranty period, defined in the technical description, a "Final completion of certification" will be provided by CARE and Duhok DoW.

1.5 Guarantee

- The warranty period is set at 6 months from the date of certification of completion/GRN. The guarantee will necessarily cover all the parts of the various elements of the installation for which a defect of construction will be observed during the 6 months of operation.
- The Contractor will be required to perform or have repairs and corrections made within one month after finding any faults in the operation of the project. In this case, the Contractor must carry out all repairs, within a maximum of five (05) days after the verbal or written transmission of the information, unless exceptional cases have been specified.
- The Contractor shall proceed immediately, and at their expense, to the repair of any installations that do not correspond to the execution plans or the technical specifications and which will be demanded by the CARE supervisor.
- Relevant and appropriate tests and checks will be carried out on all repairs that have been performed.

2. SCHEDULE FOR SUBMISSION

Please note CARE reserves the right to modify this schedule if needed.

Schedules	DATE	TIME* at local time of Iraq
Invitation to bid	22-10-2023	1000 hrs.
Closing date and time for receipt of Bids	20-11-2023	1600 hrs.
Bid Opening Date and Time	21-11-2023	1000 hrs.

3. BID PROCESS

The following processes will be applied to this procurement:

- Invitation to Bid
- Bid Closing
- Bids Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

4. SUBMISSION OF BID

Bids can be submitted by email or as a hard copy to the Dohuk Office.

Please submit your bids in accordance with the requirements detailed below:

CARE International, 1 Sakar St. Masike, Post Code 42001, Duhok, Kurdistan Governorate, Iraq.



If you need support to find CARE address in Duhok call # 07507055662 to direct, you to CARE addresses.

➤ **Hardcopy**

4.1 The Bidder shall enclose the bid in a securely sealed Envelope.

4.2 The Bid must include all specified documents in (ORDER OF PRECEDENCE OF DOCUMENTS)

4.3 The Bid, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- PR (Requisition) No.
- CARE address
- Company stamp

➤ **Email**

Bids can be submitted by email to the following dedicated, secure email address Instructions for submitting by email:

Procurement_Iraq@care.de

1. The PR (Requisition) number shall be inserted in the Subject Heading of the email as: PR #1276
2. 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.
3. Email attachments: if size does not allow you to send in one attachment; the Bidder shall send their bid in multiple emails. CARE is not responsible for the failure of the Internet, network server, or any other software, used by the Bidder in the processing of emails.

Queries and requests for clarification of the specification can be requested via e-mail Procurement_Iraq@care.de. Two full days may be required for response.

5. SELECTION AND AWARD CRITERIA

CARE has assessed the local Iraq market and is aware of the prices other agencies are paying for similar services, award of the contract(s) will be based on the following:

Criteria that will be used to evaluate and score the bids is as follows:

- **60%** - Technical offer, 60 points.
- **40%** - Commercial offer – Price based on Value for Money, 40 points.

#	CHAPTER	SCORE/WEIGHT	TERMS
a.	Work experience	20points	• Total number of years' experience in the same area (KRI) (More than three years 5 points) (Rehabilitation, Construction, Water Network or Pipeline) • Three past experiences of the same nature (5 points) • Experience working with INGOs and CARE (10 points).
b.	Personnel	10points	Existence of management (4), field (2) and technical personnel (4): 10points
c.	Company Assets	10points	List and proof company equipment and machinery
d.	Proposed Work Plan	10points	Logical sequence of the works breakdown. (5) Timeframe compared to the project duration. (5)
e.	Quality Assurance	10points	Country of Origin and brand name
Minimum required:		35 points	or if one of the following disqualifying factors applies: -Zero proven experience in the field of the service the supplier is applying for. -Proposed workplan is not fit to the project duration. -Origin/ specification is not fit or not equivalent to the one described in the bid documents.

a) **Administrative Evaluation**

The 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:

Companies: Bid Form (Technical, Financial), Company Qualification, Company Profile if requested by CARE, Contractor registration.

b) **Technical Evaluation**

A Technical Evaluation of all bids received will be performed considering all the shortlisted bidders that satisfy the criteria of Administrative Evaluation.

c) Financial Evaluation

All bids that pass the Technical Evaluation will proceed to consideration with the Financial Evaluation.

d) Exclusion criteria:

- Any of the documents in Section 4, Section 6 or Section 7 can be considered a reason for exclusion (CARE reserves the right not to exclude in certain cases as deemed appropriate)
- No provision of references
- No provision of past projects
- No Provision of a company certificate of registration in KRI
- No access permissions to operate in designated areas.
- Submission of multiple bids for single Requisition

e) Award Procedure

The contract will be awarded to successful Bidder after CARE committee members made a decision based on CARE discretionary requirements and after evaluation process.

6. ORDER OF PRECEDENCE OF DOCUMENTS

The following documents must be submitted before Bid closing (submitted using CARE templates):

Description	To be filled by bidder		To be filled by CARE opening bid committee		
	Included?		Complete?		Comments
Document to be submitted <u>within</u> tender	Yes	No	Yes	No	
Duly filled, signed and stamped Pre-Qualification of Bidder (Section 4)					
Duly filled, signed and stamped Bidding form (Section 6)					
Duly filled, signed and stamped Bidding proposal (Section 7)					
Copy of company Certificate of Registration					
Examples of previous experience working in KRI					
Examples of previous experience in water network and pipelines extension.					
Examples of work experience with other International NGO's and NGOs					
Copy of Company Registration in KRI					

Following documents will be additionally requested from the selected Bidder:

- Original commercial invoice letter header clearly addressing the contractor details.
- Company stamp

SECTION 3. - GENERAL REMARKS AND SPECIAL CONDITIONS/REQUIREMENTS

1. General Conditions/requirements

- 1.1 Payment terms are within 30 days of Service or certifying completion of service /GRN.
- 1.2 The contractor accepts payment term; CARE will hold 10% of total price for six months from the date of completion the service.
- 1.3 CARE holds the right to change the technical description of the bid in writing. All Bidders will be informed if any changes occur.
- 1.4 CARE reserves the right to split the contract between different Bidders.
- 1.5 Bidders need to be registered and own Certificate of Registration in KRI, attach copy of Certificate to the bid as described in " Order of precedence of documents".
- 1.6 The bidder needs to have good reputation for the type of service/goods required.
- 1.7 Accept inspection by CARE member staff to verify the quality of goods required or deliver samples if required by CARE.
- 1.8 No subletting is allowed.
- 1.9 No weapons are allowed during the work or monitoring. CARE permits to have state-authorized actors to be present at the work site.
- 1.10 The Bidder that is awarded the Contract at the end of the process will have to comply with CARE policies on Prevention of Sexual Exploitation and Abuse and Code of Conduct/Anti-Fraud and Corruption policy.

2. Prices/service charge

The prices need to include all taxes, transportation, shipping and other relevant costs. No additional charges of any kind are permitted after a signed Contract by both parties. The price will be fixed for the period of the Contract, unless the nature of the goods/services provided are subject to high market price volatility as deemed reasonable by CARE. Price validity period may differ depending on the size and nature of the Contract.

All prices must be indicated in IQD only unless otherwise stated.

3. Payment terms

CARE will issue payments after the completion of services/GRN is verified and complication certificate is issued dually signed by CARE and Directory of Water (DoW). Payment will take place within 30 working days after submitting the invoice.

4. Bid Validity

4.1 The bid shall remain valid for the mentioned period as requested by CARE after the date of bid submission deadline. Please fill the bid validity in section 7.2.

5. Amendment of bidding documents

CARE may amend or cancel the Invitation to Bid document by informing the Bidders in writing no later than 48 hours before the deadline for submission of bids. To give Bidders reasonable time in preparing their bids, CARE may extend the deadline for the submission of bids at its own discretion.

6. Joint Ventures, Consortia and Associations

Joint venture, consortium or association of two or more firms as partners will only be accepted through declaration by bidder containing the names and registrations of partners. All formal conditions of the contract shall apply for both Partners venturing into this bid.

7. Sole bid from single Bidder

Each Bidder shall submit only one Bid form. A Bidder who submits or participates with more than one bid form will cause disqualification of all their bids.

8. Right to Select/Reject

CARE reserves the right to select and negotiate with those companies it determines, at its own discretion, to be qualified for competitive evaluating and to repeal negotiations without incurring any liability. CARE also reserves the right to reject any or all offers received without explanation as CARE reserve the right to disqualify any offers based on Bidder failure to comply with solicitation instructions.

CARE also has right to:

- Extend time of Bid responses to receive better deal on their demand after notifying all Bidders.
- Cancel or modify the Bid process at any time as appropriate to the needs of CARE.
- Issue an award or multiple awards based on the initial evaluation of received bids.

9. Award Splitting

CARE reserves the right to split awards.

10. Clarification of bidding documents

A potential Bidder shall be contacted in writing in some circumstances at discretion of CARE, if the bidding documents are incomplete or miscalculated. In most circumstances the bid will be rejected.

11. Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with this process. Breaking confidentiality rules by Bidders will result into rejection of their bids. There are also severe consequences for CARE staff for breaching confidentiality.

12. Language of Procurement

The bids, all correspondence and documents related to the bid shall be exchanged in English. Supporting documents that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

13. Specific conditions

Bid must specify all details according to the Invitation to Bid text. Incomplete bids and bids that arrive later than the deadline for reply will be automatically excluded. All responses will be opened by the CARE bid committee. In the case of an error when writing the prices, discard the page. Any alterations, including the use of correction fluid, may render your offer invalid.

13.1 All the materials supplied/ Service must be according to specifications/ BoQ (Section 7)

13.2 The price of goods/service includes all requirements as per specifications/BoQ (Section 7)

14. Signing of Contract

Upon decision made by CARE committee members, CARE will notify successful Bidder to sign the Contract and return signed Contract to CARE International within agreed timeframe.

Note: Submission of a Bid form does not guarantee an award of a contract. Award of a contract is entirely at the discretion of the Contracting Authority, CARE International.

Bidders' who do not receive written feedback within 15 days should consider their bid unsuccessful.

SECTION 4. – Pre-Qualification of Bidder

We herewith _____ (company name) declare

- a. **CONDUCT.** Contractor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Contractor employees or businesses or ventures related to Contractor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Contractor shall inform CARE in writing of any violations relating to its obligations hereunder. Contractor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism, or we have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- b. We are not bankrupt or being wound up, we are not having our affairs administered by the courts, our business has not been suspended by local government, are not the subject of proceedings concerning those matters, or are not in any analogous situation arising from a similar procedure provided for in national legislation or regulations,
- c. We have not been convicted of an offence concerning our professional conduct by a judgement which has the force of claim preclusion.
- d. We have 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 we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed,
- e. We have not been subject of a judgement which has the force of claim preclusion for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities financial interests,
- f. We have not been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same contracting authority or another contract financed with Community funds,
- g. We do respect basic social rights and condemn exploitation of child labour and women.

Name and Date

Signature and Stamp



SECTION 5. – SERVICE PROVISION: Technical Description of the Bid

Term of supplies and instruction for bidder

- 1) Have experience in supplying and installing water networks or pipeline extensions.
- 2) Having similar experience in the KRI area.
- 3) Responsibilities for supplies and the safety of their own staff on the ground.
- 4) Delivery method will be DDP Incoterms 2022.
- 5) **Price should be in IQD.**

Name and Date

Signature and Stamp



SECTION 6. – SUPPLIER INFORMATION

6.1 Bidder business details:

Company name:	
Registered name of company (if different):	
Nature of primary business/trade:	
Primary contact name:	
Job title:	
Phone:	
Email:	
Address:	
Owner/ Manager Name:	
Business licence number:	
Country of registration	
Expiry date:	
Legal status of company (e.g. partnership, private limited company, etc.)	

6.2 Company bank account details:

Bidder name:	
Bidder account no.:	
Bidder Bank:	
Bank branch:	
SWIFT:	
IBAN:	
Bank address:	

Company Registration	Copy of registration provided (Yes or No)
KRI Registration	
Federal Iraq Registration	

6.4 References

Please submit at least 2 (two) relevant references who may be contacted on a confidential basis to verify satisfactory execution of contracts. Respondents should supply this information for each of the references in the following format:

Client/company name	Contact person	Phone	Email	Approximate value of contract
1.				
2.				
3.				
4.				



Please provide details of goods/services supplied to referenced companies above and the quantities:

Nature of supply	Location	Year	Quantity
1.			
2.			
3.			
4.			

Name and Date

Signature and Stamp



SECTION 7. – Bidding Proposal

(An Excel spreadsheet is also attached for detailed financial and technical information)

7.1

#	LOT#	Description	Total in IQD
1	LOT#1	Construction of Borehole #1 Etit village	
2	LOT#2	Construction of Borehole #2 Etit village	
3	LOT#3	Extension pipeline Etit to Emenki village	
Total Amount			

7.2 Supplementary information (for Bidder to fill in):

<u>Question</u>	Answer
1. Bid Validity Please confirm the validity of your bid below (in calendar days):	
2. Indicate Delivery time (in calendar days) from the date of site handover:	
3. Are you able to implement the project within 75 working days?	Yes ☐ NO ☐

Name and Date

Signature and Stamp