

Project Title:	Support to sustainable agriculture and climate-smart for vulnerable families in Iraq
Cesvi project Code:	DIRQ017
Donor:	8*1000
Donor Project code:	CUP H99I21000220001– Progetto (rif. prat. FM -2021/204)
Procedure Code:	DIRQ017/NP/03
Budget line:	4.7 - Supply of material and equipment for agricultural activities

1. Preamble

CESVI is an international NGO, with headquarters in Italy, operating in Kurdistan Region, Iraq. CESVI has received a grant from 8*1000 for the implementation of a humanitarian aid operation, under contract CUP H99I21000220001– Progetto (rif. prat. FM -2021/204).

With the present document, Cesvi (hereinafter also referred to as the “Contracting Authority”) invites:

SUPPLIER (name of supplier)

[To be filled by Bidder]

Company or Personal

Name:

Address:

Contact person:

Tel. No.

Email address:

To present a quotation to the following negotiated procedure:

4.7 - Supply of material and equipment for agricultural activities for beneficiaries in Duhok, Kurdistan Region Iraq, as per required specifications listed in **Annex III - BoQ**.

2. Participation

To be eligible for participation in the procedure, invited suppliers must provide all the asked documentation in a timely basis.

Suppliers must also prove to the Contracting Authority that they comply with the necessary legal, technical, and financial requirements. CESVI reserves the right to ask for documentation.

Suppliers have to declare, under their responsibility, that they do not fall under ineligibility clauses (Annex I), that all of the items offered have been manufactured and will be installed in accordance with international rules against exploitation of child labor and gender discrimination (Annex I). Participants have also to declare to hold in trust and in confidence any information or documents disclosed to this procedure (Annex I) and to be aware of Cesvi policies and documents as mentioned in Annex I.

3. Documentation required for the negotiated procedures

The documentation required by Cesvi must be sent in a closed envelope that has to include:

- **Company documents:**
 - Invitation to the Negotiated procedure
 - **Annex I** – Tenderer’s Declaration on Eligibility, ethical and manufacturing, confidentiality and policy, duly completed, signed and stamped;
 - Copy of the Company registration document;
 - ID of the owner, authorization Letter (if the company owner is different than the company representative)
 - Company bank account



- **Financial and technical offer:**
 - **Annex II** filled financial offer in IQD;
 - **Annex III** - BoQ

The price will be expressed in IQD. The offer price must be *VAT included*. The price will be considered fixed and valid from the moment of the offer to 28/02/2025. No change of price will be accepted unless if mutually agreed with the contracting authority during the negotiation process, provided that such changes will be duly substantiated in an updated technical proposal.

N.B. If an arithmetic error occurs, it will be corrected by the Evaluation Committee.

Supporting documents and printed literature furnished by the bidder may be in another language, provided they are accompanied by a translation in English. For the purposes of interpretation of the tender, English will prevail.

4. Choice criteria

After receiving all the tender offers, the contracting authority will decide the best offer according to the following criteria:

▪ Price	60%
▪ Technical Offer (evaluation of items)	20%
▪ Delivery time	20%

The delivery time will be scored as follows:

- delivery within 3 days -> 20 pts
- delivery within 7 days -> 10 pts
- delivery within 10 days -> 5 pts
- delivery within 15 days -> 3 pts
- delivery longer than 15 days -> 0 pts

5. Deadline for the presentation of the documentation

The documentation shall be presented to CESVI office, **by 05/12/2024** at the following address:

CESVI Office
3B, First Floor, 4 Towers, Ankawa, Erbil, KRI, Iraq

The letter shall be sealed and bear the header "DIRQ017/NP/03".

6. General conditions

6.1 Language of negotiated procedure

All correspondence and documents related to the negotiated procedure, contracts and reporting shall be written in English. This invitation to negotiated procedure has been written in English. In case it or other documents related to the procedure will be translated in any other language, then the English version shall prevail in case of difference of interpretation.

6.2 Cancellation of negotiated procedure

In no circumstances CESVI will be liable for damages, whatever their nature (in particular damages for loss of profits) or connection to the cancellation of the negotiated procedure, even if CESVI has been advised of the possibility of damages. The invitation to a procurement does not commit CESVI to implement the project announced, and the sign of the contract is bound by the donor financing

6.3 Liabilities

8*1000 will establish the final amount of the grant and will liquidate it to CESVI on completion of the operation on the basis of the expenses presented and declared eligible. No party other than CESVI shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the 8*1000 entertain any request for indemnity or payment directly submitted by CESVI contractors.



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7. Information about the contracting authority

CESVI, international, secular, independent organization based in Italy, is working for global solidarity in 22 different Countries overseas with over 35 million Euro as project outlays during the year 2021. CESVI is a member of "Alliance 2015". Further information is available at: www.alliance2015.org/ and at: <https://www.cesvi.eu/who-we-are/transparency/>

8. Confidentiality

The Parties undertake to keep the contents of this Contract and its annexes confidential, as well as the information and material acquired during the realization of the activity of the project, as well as ensuring its use in compliance with the provisions of present Contract.

9. Prevention of Fraud and Corruption

Cesvi is committed to use the funds entrusted to it impartially, justly, and in accordance with the specified purposes. Personal relationships or personal advantages should not influence the decisions of Cesvi staff and other involved third parties.

In order to effectively prevent corruption and avoid any suspicion of corrupt behavior, Cesvi has developed a policy and a set of Guidelines for the prevention of Corruption and Fraud, which has to be respected by the employees of the organization as well as by other involved third parties, including suppliers.

10. Conflict of interest

Impartiality and objectivity must be ensured at every stage of the procedure, from the planning to the execution of the procurement, including the subsequent audits and controls. Conflict of interests must be always avoided: while dealing with suppliers and consultants, Cesvi staff must favor the interest of the Foundation, refraining from engaging in any behavior that could result in personal gain.

When confronted with a situation constituting or likely to entail a conflict of interest, every member of the staff shall inform his/her superior, so that appropriate measures can be adopted to avoid such a conflict or its continuation.

11. Safeguarding

Cesvi has zero tolerance to any form of abuse and sexual exploitation as well as bullying and a range of non-sexual abuse of power perpetrated by Cesvi's and partners' and suppliers' employees and related personnel against any individual regardless of age, gender, sexuality, disability, religion or ethnic origin.

20/11/2024

Cesvi Project Manager
Dilshad Mohammed Ali

