

## CALL FOR TENDER

### Humanitarian Aid for Northern Iraq - Renovation of Three Primary Health Centers Our Ref. IRQ 1032-TND-054

Dohuk ,11 September 2023

Dear Sirs,

Welthungerhilfe (hereafter WHH) was established in 1962. It is today one of the largest private organizations working in the area of development cooperation and humanitarian aid in Germany. The organization is non-profit-seeking, non-partisan and non-denominational. Donations from the population at large fund our work in over 40 countries in Africa, Asia and Latin America. In addition, WHH receives grants from the Department for International Development (DFID), the Federal German Government, the European Union, the United Nations and the United States Agency for International Development.

Financed by the German Ministry for Development and Cooperation (BMZ) for our humanitarian aid activities in Northern Iraq, we are in the market for:

Welthungerhilfe Office  
Peshnas Street 51  
Masika Roj AVA - 99451  
City of Duhok – Z26/65/9  
Kurdistan Region of Iraq  
Republic of Iraq

Jonas Wiahl  
Country Director

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Patron:  
Federal President Frank-Walter Steinmeier

Supervisory Board (honorary):  
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Donations account:  
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Account No. 1115  
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Mitglied von Alliance 2015,  
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Hilfsorganisationen

### **RENOVATION OF THREE (3) PHCS IN SINJAR AND TELAFAR DISTRIC, NINAWA GOVERNORATE, IRAQ.**

#### **1. Instructions to tenderers**

By submitting a tender, tenderers fully and unreservedly accept the conditions of this call for tenders, which will constitute the governing of contract as the sole basis of this tendering procedure, whatever the tenderers own conditions of sale may be which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

#### **2. General remarks and special condition**

- All materials must be new, sound, fair, in merchantable quality and in line with the technical specifications stated in the Tender Documentation.
- Site Visitation date is on **17 September 2023 at 10:00 am**  
**Meeting Point:** Suhela PHC  
**GPS Coordination:** 37.011896, 42.341501

For further information about the site visit, please contact project representative: Raad Awni,  
Tel. **+964 0751 740 5717**

- All communication and documentation must be performed in English.
- The company needs to be officially registered in Iraq, and provide a copy of company registration/ the contractor Union ID.
- Bidders have to use WHH templates.
- The Contracting Authority holds the right to change quantities and slight changes of the technical specifications.
- The Contracting Authority reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- The safety and security of the contractor / contractor's staff, items, equipment, during the site visit or during the implementation of the project is the sole responsibility of the contractor.
- All materials, especially sand & gravels are only allowed to be excavated from clean areas free from land mines and explosives.
- If there is any permission needed to access the area, the bidder is in charge of obtaining the permission letter by himself. WHH will not provide any permission letter or is facilitating nor assisting this process.

### **3. Specifications/Quantities**

All applications must comply and adhere to at least the specifications and conditions described in the BOQ (Annex V).

### **4. Site location**

All work materials and items are to be supplied DAP to **Suhela, Zorava and Hardan, Ninawa Governorate, Iraq.**

The contractor will be responsible for all works including all materials, labour, transportation, installation and connections.

All units need to be fully completed and functional and ready for hand over.

### **5. Work Schedule**

The work must start latest on the second half of Octore 2023

The exact delivery/completion schedule will be negotiated and agreed with WHH in Duhok and will be detailed in the contract.

### **6. Ordering Party**

Deutsche Welthungerhilfe  
Peshnas Street 51  
Masika Roj AVA  
99451 Duhok, KRI

## **7. Consignee**

Suhela, Hardan and Zurava,  
Ninawa Governorate  
Republic of Iraq

## **8. Documents**

The following documents must be submitted before tender closing date:

- Signed and stamped Tender Document (6 Pages)
- Duly filled, signed, and stamped Supplier Declaration Form (Annex I, 5 pages)
- Duly filled and signed and stamped Quotation Summary (Annex II)
- Duly filled and signed and stamped References (Annex III)
- Duly filled and signed and stamped site visit form (Annex IV)
- Duly filled and signed and stamped BOQ (Annex V)
- Copy of company registration in Iraq / Certificate of Establishment (شهادة التأسيس)
- Copy of latest tax clearance with the government of Iraq (or the KRI equivalent)
- Detailed work plan/schedule of works

### **NOTE:**

**Failure to submit any of the above mentioned documents will lead to disqualification**

Following documents will be requested from the contractors after finishing the work:

- Commercial Invoice (original) in English on the letter headed paper addressed to the Ordering Party
- Acceptance of service notes signed by Consignee & Contractor (**Certificate of Completion of Works**)

## **9. Inspection**

The Contracting Authorities shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Contract.

For the purposes of such tests and inspections, the Contractor shall:

- a) Provide to the Contracting Authorities or his representative, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing.
- b) Provide access to the Contracting Authorities or his representative, at all reasonable times to the place where the tests are to be carried out.

An independent surveyor/inspection company shall may also execute this inspection on quality and quantity at the construction site. One inspection per project will be on behalf of the Contracting Authorities. Materials or works not meeting agreed quality would be rejected. In case works/materials are rejected, the contractor

will contractually be obliged to demolish or make good of the works or replace the materials. Fees that will become payable to the inspection company due to multiple interventions and/or fruitless visits but the works remained unfixed will be charged on the contractor.

## **10. Penalties**

Construction schedule/program of works will be negotiated and fixed. In the event of delay in the finalization of works caused other than by force majeure, the respective Contracting Authorities are entitled to make use of a penalty of **5/1000** per day of the total value of the works. The penalty will be deducted from the invoice. In the event of late completion caused by the contracted tenderer, the respective Contracting Authority is entitled to deduct the losses from the invoice. In case the quality is not in line with specifications initially agreed by both sides, the contracted tenderer has to inform the respective Contracting Authority as soon as possible. Works/materials not meeting agreed quality can be rejected by the respective Contracting Authority, but if the respective Contracting Authority accept these goods, a deduction from the order sum and a penalty will be negotiated. In case of delays, the contractor has to inform the contracting Authority in writing about the expected delay and the reasons thereof

## **11. Guarantee**

The Contractor is obliged to fix subsequently recognized construction defects within (3) Three Months after delivery at its own cost. The Contracting Authorities shall be entitled to reserve 5% (5 per cent) of the total value of the contract to guarantee this service. Exact conditions will be negotiated and fixed in contract if needed. In case of an approved advance payment, an equivalent bank certified cheque **MUST** be submitted. In case of an approved advance payment, an equivalent bank certified cheque **MUST** be submitted.

## **12. Prices**

The price includes the cost of labour, materials, transportation, installation, connections, all related work as specified in the bill of quantities, technical specifications and drawings, Taxes, ICR and overhead cost.

All prices must be indicated in **USD (United States Dollars)** currency ONLY.

Prices in other currencies are not accepted.

## **13. Payment Conditions and schedule**

Payment shall made in **USD (United States Dollars)** currency only.

Supplier needs to have **USD** bank account under the company name and possibility to receive an international **USD** bank transfer to the company bank account.

Payments due by the respective Contracting Authorities shall be made to **the bank account under the company's name or by cheque to the company's name only** mentioned on the Quotation Summary (Annex II) of the tenderer and confirmed in the Contract.

The contractor is in charge of covering the bank fees. **WHH WILL NOT PAY EXTRA FOR BANK FEES.**

Payment shall be made by Cheque or Bank Transfer against documents (CAD) within twenty (20) working days from the receipt of the correctly signed and stamped documents stated in Article 8. at WHH in Duhok

Payment schedule on account shall be made in accordance with the progress of the works in accordance with achievement of following executed works:

- **1<sup>st</sup> installment:** 45% of the total amount  
According to measured works after completion of 50%
- **2<sup>nd</sup> installment:** 50% of the total amount  
According to measured works after completion of 100%
- **3<sup>rd</sup> installment (Retention):** 05% of the total amount  
To be paid after 3 three months after full acceptance of the works by WHH.

Change of the payment schedule could be done by WHH only, according to the work progress measured by WHH Engineers.

## **14. Selection Criteria**

### **Awarding criteria:**

- 65% Price
- 10% Implementation period
- 05% Number of related Contract
- 20% Technical Interview

(only shortlisted supplier from initial evaluation 65% Price, 10% Implementation period, 05% Related Projects will be shortlisted for technical interview).

The assigned points per listed criteria for price and implementation will be calculated in reference to the obtained proportion from the best offer criteria's result in comparison to the offered value per criteria (multiplied by 0.65 and 0.10 respectively).

Number of Related (construction, rehabilitation) Contracts with NGOs will be evaluated as follow:

- Please attach only your solar related contracts with your bid
- If contracts are not attached, points will not be considered

1 Contract	2 Contracts	3 Contracts	4 Contracts	5 Contracts
1 point	2 points	3 points	4 points	5 points

### **Exclusion criteria:**

Any of the following documents missing or not duly filled will be considered a reason for exclusion:

- Detailed work plan/schedule.
- Company registration documents or Contractor Union ID.
- Documents mentioned in Article 8 above.

## **15. Calculation Mistakes**

Bids submitted by interested bidders will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follow:

Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price considered. Amounts corrected in this way will be binding on the bidder. If the bidder does not accept them, the bid will be rejected.

## **16. Tender Conditions**

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authorities must be written in the language of the procedure, which is English.

Quotations must specify all details according to the tender text. Incomplete offers and offers that arrive later than the deadline for reply will be automatically excluded. All responses will be opened by the Welthungerhilfe tender committee.

Suppliers who do not receive a written feedback twenty-five (25) days after expiry of the deadline have not been successful.

The deadline for receiving Questions about this tender is: **20 September 2023** at 12:00 hours Iraq Local Time.

Submission of offers must be done online, through the following web tendering portal <https://eu.eu-supply.com/ctm/supplier/publictenders?B=WELTHUNGERHILFE> not later than **25 September 2023 AT 12:00 HOURS IRAQ LOCAL TIME.**

By clicking on the following link <https://eu.eu-supply.com/login.asp?B=Welthungerhilfe> you will be directed to the main page of WHH web tendering portal, where you will have access to supplier guidance for the e-tender and will be able to watch some video tutorials on how to register your company

### **The following Annexes form part of this Tender Documentation:**

- Annex I:** Supplier Declaration
- Annex II:** Quotation Summary
- Annex III:** References
- Annex IV:** Site Visit Template
- Annex V:** Bill of Quantity (BOQ)