

**REFERENCE: IQ-25-015**

**Instructions to Tenderers**

**“Legal Services”**

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, 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 may lead to the rejection of the tender.

These instructions set out the rules for submitting and selecting tenders. They apply to this call for tenders, in conformity with the practical guidance and rules.

**1. Services to be provided**

The services required by the contracting authority are described in the terms of reference. They are set out in Annex III to the draft contract of this tender dossier.

**2. Timetable**

	<b>DATE</b>	<b>TIME*</b>
<b>Deadline for requesting clarification from the contracting authority</b>	26 <sup>th</sup> of May 2025	23:59 hrs.
<b>Last date for the contracting authority to issue clarification</b>	28 <sup>th</sup> of May 2025	23:59 hrs.
<b>Deadline for submitting tenders</b>	5 <sup>th</sup> of June 2025*	16:30 hrs.
<b>Interviews (if any)</b>	N/A	N/A
<b>Completion date for evaluating technical offers</b>	19 <sup>th</sup> of June 2025	NA
<b>Notification of award</b>	22 <sup>nd</sup> of June 2025	NA
<b>Contract signature</b>	25 <sup>th</sup> June 2025	NA
<b>Start date</b>	01 <sup>st</sup> July 2025	NA

**3. Participation, experts and subcontracting**

- Participation in this tender procedure is open for all legal or consultancy firms.
- Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are not compliant with iMAP Iraq requirements.

- c) The contract between the tenderer/contractor and its experts, or the third party making available the experts, shall contain a provision that experts are subject to the approval of the partner country. It is furthermore recommended that this contract contain a dispute resolution clause.
- d) Subcontracting is not allowed and the contractor will remain fully liable towards the contracting authority for performance of the contract as a whole.

#### **4. Content of tenders**

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must be submitted by email using a ZIP Folder containing itself two separate folders, one bearing the words 'Envelope A — Technical offer' and the other 'Envelope B — Financial offer'.

Failure to fulfil the requirements will constitute an irregularity and may result in rejection of the tender.

##### **4.1. Technical offer**

The technical offer consists of the documents listed below.

- a) A completed **Vender Bank Account Information form**, to indicate the bank account into which payments should be made if the tender is successful.
- b) The **Legal Entity Information form** and supporting documents like work permit and registration documents.
- c) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- d) **Annex II Technical Offer** (will become the technical offer and it should include in details the tenderer's working procedure), this to be drawn up by the tenderer using the format in Annex II to the draft contract.
- e) Documentary proof or statements required under the law of the country in which the company was effectively established, to show that they are not in any of the exclusion situations from the tendering process. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.



If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above based on a risk assessment, or if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- f) Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria.

If the documentary evidence submitted is not written in one of the official languages of the country, a translation into the language of the procedure must be attached. Where the documents are in English, it is however strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the contracting authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from iMAP Iraq procedures and contracts.

#### **4.2 Financial offer:**

The financial offer must be presented in **IQD** and must be submitted using the template for the global price version of Annex V of this tender dossier.

The electronic version of the financial offer must be included with the Zipped folder containing your offer.

#### Incidental expenditure

Not Applicable

### **5. Variant solutions**

Tenderers are not authorised to tender for a variant in addition to this tender.

### **6. Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 30.



The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel and up to the adoption of that recommendation.

## **7. Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address up to the deadline indicated in point 2 (Timetable) of this document, specifying the publication reference and the contract title:

Email: [amahdi@immap.org](mailto:amahdi@immap.org)

The contracting authority has no obligation to provide clarification after this date.

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest at the date mentioned in the point 2 - Timetable.

## **8. Submission of tenders**

Tenders must be sent to the Contracting Authority, before the deadline specified above in the timetable, in Section 2, by email, to the following email address: [amahdi@immap.org](mailto:amahdi@immap.org).

Tenders must be submitted using a ZIP Folder containing itself the “Technical offer” and the “Financial offer” along with all related documents.

**In each file all documents must be in PDF version. Each page of the technical and financial offer must be numbered and signed.**

**Tenders submitted by any other means will not be considered.**

**Any infringement of these rules constitutes an irregularity which will lead to rejection of the tender.**

**The ZIP Folder containing the offer should mention the reference code of the tender procedure (Ref: IQ-25-015).**

The delivery e-mail of the offer should mention in subject:

- a) the reference code of the tender procedure (i.e. Ref: IQ-25-015);
- b) the name of the tenderer.



The body of the email must clearly mention the words ‘**Not to be opened before the tender-opening session**’.

## **9. Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with clause 88. The e-mail must be titled with ‘Amendment’ or ‘Withdrawal’ as appropriate.

## **10. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

## **11. Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tendering procedure.

## **12. Evaluation of tenders**

The opening of the received tenders is not public.

Once the contracting authority has opened the tenders, they shall become its property and will be treated confidentially.

### **12.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and iMAP Iraq tender requirements. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

#### **12.1.1. Interviews**

No interviews are foreseen.

### **12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the financial offers for tenders that were not eliminated during the technical evaluation will be opened. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

### **12.3. Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

### **12.4. Confidentiality**



The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority, the Headquarters and Auditors.

### **13. Ethics clauses / Corruptive practices**

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

#### **Zero tolerance for sexual exploitation, abuse and harassment:**

iMAP Iraq applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. iMAP Iraq reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses



Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

e) Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

**14. Signature of contract(s)**

**14.1. Notification of award**

Tenderers will be notified of the outcome of this procurement procedure by e-mail. The notification will be sent to the e-mail address provided in the tender. The same e-mail address will be used by the contracting authority for all other communications with the tenderer. It is the tenderer's responsibility to provide a valid e-mail address and to check it regularly.

**14.2. Signature of the contract(s)**

Within 10 days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second-best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

**15. Cancellation of the tender procedure**



In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

## **16. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

## **17. Data Protection**

In cases where you are processing personal data in the context of your participation to a tender procedure (e.g. CVs of both key and technical experts), and/or implementation of a contract (e.g. replacement of experts), you shall accordingly inform the data subjects of the possible transmission of their data to iMAP Iraq and communicate the above-mentioned data protection policy to them.

## **18. Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person)





may be registered in the early detection and exclusion system,, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

