



INSTRUCTIONS TO TENDERERS

FOR

Supply of laboratory consumables for PHCCs in Salah ad Din (5th batch) and Kirkuk (1st batch)

Procurement Reference Number: Lot 1: ASB-IRK2003/Supply/2024/05, Salah ad Din
Lot 2: ASB-IRK2105/Supply/2024/01, Kirkuk

Procurement Method: OPEN DOMESTIC BIDDING

Date of Issue: 23RD OCTOBER 2024

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By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their 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.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders.

Information about the contracting authority - ASB

Arbeiter-Samariter-Bund (ASB) - the Workers' Samaritan Federation - is a German aid and welfare organisation, engaged in areas such as civil protection, rescue services and social welfare services. As a non-political and non-denominational organisation, ASB has, since its foundation in 1888, represented continuity and reliability.

Since August 2014, ASB established its own office in Dohuk and recently implemented projects in the sectors health, WASH, protection and livelihood for IDPs, refugees and host communities, valued at € 30 million. ASB expanded its presence to all governorate of Iraq, in 2017, opening one office in Baghdad and offices in Anbar, Salah ad-Din and Kirkuk governorate, increasing the portfolio of its programs to effectively to satisfy the immediate needs of thousands of beneficiaries while responding to the developmental plan of the country.

Arbeiter-Samariter-Bund (ASB) has allocated funds from their donor partners to be used for the Procurement of laboratory consumables for PHCCs in Salah ad Din (5th batch) and Kirkuk (1st batch).

ASB now invites bids from eligible bidders to undertake to supply medical equipment.

Publication reference: Lot 1: ASB-IRK2003/Supply/2024/05, Salah ad Din & Lot 2: ASB-IRK2105/Supply/2024/01, Kirkuk

Procedure: Open

Location: Lot 1: Salah ad Din & Kirkuk governorate, Iraq

Financing: Financed by BMZ (German development cooperation)

Contracting authority:

Arbeiter-Samariter-Bund (ASB)
House#Z11/4/9, Gelas street, Qazi Mohammed road, Dohuk Kurdistan Region-
Iraq
Tel: +964(0)7740918850
Email: manageradminfinance@asb-me.org

Notification of award to the successful tenderer (estimation)	13.11.2024	-
Signature of the contract(s) (estimation)	13.11.2024	-

* All times are in the time zone of Iraq

3. Participation

- 3.1 Participation is open to all legal persons which are established in Iraq and specialist in medical equipment (**General Trading companies are not eligible**). The company needs to be officially registered in Iraq, and provide a copy of the contractor Union ID.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. Tenderers must provide declarations on honour¹ that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.6 Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

4. Origin

4.1 All supplies under this contract must originate in one or more of the above countries: **Member states of the European Union, Turkey, Japan, South Korea, China or USA.**

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

- All medical consumables must be CE, ISO, and FDA certified.
- The medical consumables should, if possible, be similar to the brands already used in PHCCs in DoH Salah ad Din and Kirkuk, and the company that supplies them has an authorized agent in Iraq for after-sales services.
- The medical consumables must be approved by the Quality Control of Iraq.
- All medical consumables should have country of origin certificate.
- The expiring dates for medical consumables should not be earlier than 24 months from the delivery date.

05. Type of contract

Unit-price contract.

06. Currency

Tenders must be presented in IQD (Iraqi Dinar).

07. Lots

7.1 The tenderer may submit a tender for one lot (Salah ad Din **or** Kirkuk) or all of the two lots (Salah ad Din **and** Kirkuk).

7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, two contracts will be concluded covering all those two lots.

7.3 A tenderer may include in its tender the overall discount it would grant in the event of all of the two lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the closed tender opening session.

7.4 Contracts will be awarded lot by lot, but the contracting authority may select the most favourable overall solution after taking account of any discounts offered.

08. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

09. Language of tenders

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

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

- 10.1 Tenders must be sent to the contracting authority before the deadline specified in 10.2. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Submission per e-mail is allowed.

Please submit the completed attached excel sheet until **10.11.2024, 17.00 pm** to the following e-mail address:

manageradminfinance@asb-me.org

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted to **manageradminfinance@asb-me.org** before the deadline **10.11.2024, 17.00 pm**.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

- 10.3 All tenders, including annexes and all supporting documents, can be submitted by e-mail. The e-mail should include the following information:

a) the reference code of this tender procedure, (i.e. ASB-IRK2003/Supply/2024/05 and/or ASB-IRK2105/Supply/2024/01);

b) the name of the tenderer.

11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Financial offer:

- A financial offer calculated on a **DAP**² (Delivered At Place) basis for the supplies tendered.

This financial offer should be presented as per template (**Annex II_Lot 1 Financial Offer_Lab consumables IRK2003 Salah ad Din and/or Annex II_Lot 2 Financial Offer_Lab consumables IRK2105 Kirkuk**), adding separate sheets for details if necessary.

Documentation:

To be supplied in free-text format:

- A statement by the tenderer attesting the conformity with the Iraqi Ministry of Health requirements.
- 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 or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex refers to templates attached to the tender dossier.

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

- There is no agreement between the Contracting Agency (ASB) and Government of Iraq allowing partial or full exemption from taxes.

13. Additional information before the deadline for submission of tenders

Any request for additional information must be made in writing to the e-mail address: **manageradminfinance@asb-me.org** at the latest 10 days before the deadline for submission of tenders.

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

Any prospective tenderers seeking to arrange individual meetings with the contracting authority during the tender period may be excluded from the tender procedure.

14. Clarification meeting / site visit

14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

15. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

² DAP (Delivered At Place) - Incoterms 2020 International Chamber of Commerce
<http://www.iccwbo.org/incoterms/>

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

N.A. Joint venture/consortiums and subcontracting are not allowed.

19. Opening of tenders

19.1 Any attempt by tenderers 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 the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, 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 taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

- Quality of offered lab consumables
- Country of Origin (European Union or USA is preferred)
- Delivery Time
- Financial Offer
- Capacities of company
- Past Experience of similar work
- Warranty
- Packing sizes
- Expiring dates
- Recommendations from DoH & MoH.

The compliant tender that offers the best price-quality ratio will be chosen. 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.

21. Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision.

22. Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

22.2 Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the additional information about the contract notice. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

22.3 By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

22.4 The contracting authority reserves the right to vary quantities specified in the tender at the time of contracting and during the validity of the contract. The unit prices quoted in the tender shall be used.

22.5 On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

22.6 No pre-financing will be granted, therefore the contracting authority decided not to require a performance guarantee.

23. Tender guarantee

No tender guarantee is required.

24. Ethics clauses and code of conduct

24.1 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.

24.2 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:

The European Commission and the donor BMZ 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.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The donor BMZ 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.

24.4 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.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU and BMZ funds.

24.5 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.

25. **Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;

- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these 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 will 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.

26. Appeals

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

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.