# **Invitation to Bid # SD23-IQ-EHO-006– Provision of Tyres and Batteries for its Vehicles in Erbil**

## Supplies to be provided

# Mines Advisory Group (MAG) has received grants from various international donors for the implementation of its humanitarian aid operation in Iraq. Part of this operation is the necessary provision and delivery of Tyres and Batteries for its Vehicles in Erbil. MAG requests you to submit price bid(s) for the items detailed on the attached MAG Bid Form (Annex 1).

## Timetable

The timeline for tender documentation submission and bids opening is as follows:

|  |  |  |
| --- | --- | --- |
| Publication date of tender | 13/03/2023 | Time: 10:00 AM Iraqi Time |
| Closing date of clarifications | 22/03/2023 | Time: 04:00 PM Iraqi Time |
| Closing date of tender submissions | 23/03/2023 | Time: 04:00 PM Iraqi Time |

## Type of contract

A Framework Agreement for the duration of one year with renewal possibility of another year, will be signed with the selected supplier.

## Currency

In order to objectively compare the bids, the currency used must be only in United States Dollars (USD), which is going to be the currency to honour the agreement.

## Price Offer Sheet (Please see Annex-1)

The items tendered for are listed in the Price offer sheet Annex 1. The bidder may submit a tender for one, several or all items on the price offer sheet. The bid will be considered only for the items containing complete documentation.

## Period of validity

The bid should be valid for a period of 180 days from the deadline of the submission of the tenders.

In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Tenderers that agree will reply in writing, and will not be permitted to modify their bids. If they refuse, without forfeiture of their tender guarantees, their participation in the tender process will be terminated.

## Language of tenders

All correspondence and documentation related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

## Submission of tenders

The Contracting Authority must receive the tenders on or before the closure date and time specified in section 2. The tender must be delivered in a sealed envelope sent to the following address: MAG, Ashtar Area, Ankawa, Erbil, Iraq (<https://goo.gl/maps/d2eFnzJTMQN2>) between 8am and 4pm Sunday to Thursday. The tender must contain all the documents specified in section 9, and indicate in clear writing on the envelope the name of the tenderer and the code of the bid (SD23-IQ-EHO-006). The delivery will happen by depositing the envelope in the locked tender box, and signing the relative Bid Submission Form.

OR:

You can submit your bids online to the below email address:

[Tender.magiraq@maginternational.org](mailto:Tender.magiraq@maginternational.org)

**Make sure to mention the tender reference number in the subject of the email**

## 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:

* Annex 1 – Price offer sheet, filled and signed and stamped.
* Annex 2 - Supplier Profile and Registration Form, filled and signed.
* Annex 3 - Supplier Ethical Standards, filled and signed.
* Annex 4 - MAG General Conditions of Contract for the Procurement of Goods.
* Annex 5 – MAG Policies.
* Annex 6 – Technical Questions, filled and signed.

## Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing [toTender.magiraq@maginternational.org](mailto:to%20Procurement.IQ@maginternational.org) up to one day before the deadline for submission of tenders, specifying the publication reference and the contract title.

## Withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in section 2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in writing in accordance with section 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

## 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.

## 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.

## Joint venture or consortium

If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract signed by a designated member to act as leader with authority to bind the joint venture or consortium. Each venture will be jointly and severally liable for the tender and any contract the composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with section 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required as if it, itself, were the tenderer.

## Opening of tenders

After the opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

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.

All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## Evaluation of tenders

### Administrative Evaluation

Tender dossier will be checked to ensure that the following have been submitted by the bidder:

* Annex 1 – Price offer sheet, filled and signed and stamped. Mandatory.
* Annex 2 - Supplier Profile and Registration Form, filled and signed. Mandatory.
* Annex 3 - Supplier Ethical Standards, filled and signed. Mandatory.
* Annex 4 - MAG General Conditions of Contract for the Procurement of Goods. Mandatory.
* Annex 6 – Technical Questions filled and signed. Mandatory.
* Copy of Business Registration/MOU or equivalent proof of registration to show local presence in Iraq, either directly or in the form of an authorized Agent. Mandatory.
* Copy of dealership certificate. Optional
* Client list where the bidder has supplied similar products. Optional
* Guarantee/ Warranty/ Technical specifications of the product offered. Optional.

### Technical evaluation

The bidders who pass the administrative evaluation their bid will be technically evaluated as follows:

* Supplier is offering the specifications required by MAG. 30%

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Preference (30%)** | **Alternative 1 (20%)** | **Alternative 2 (10%)** |
| Tyres | Bridgestone/Dunlop/Pirelli/ Michelin | Hankook/Kumho/ Yokohama | Any other brand |
| Batteries | Made in Japan | Made in Turkey | Any other country of manufacture |

* Warehouse/store facility in Erbil, KRI, Iraq. 30%
* Authorised dealership of an international manufacturer. (If yes please attach a copy) 20%
* Guarantee/ Warranty terms and conditions. 10%
* Delivery Leadtime. 10%

**Minimum passing score is 50%**

### Financial evaluation

The most finically adventitious bidder who pass the administrative and technical evaluations will be offered framework agreement.

## Signature of the contract and performance guarantee

Before contracting the supplier, all bidders will be informed of the outcome of the tender through Tender Award Letter – Successful/Unsuccessful letters to the electronic address referred to in the offer.

Within 3 days of receipt of the contract signed by the Contracting Authority the selected tenderer must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into effect.

If selected tenderer fails to sign and return the contract and any relative financial guarantee required within 7 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

## Tender guarantee

No tender guarantee is required for this tender.

## Ethics clauses

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.

Without the Contracting Authority’s prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority’s prior approval. They may not commit the Contracting Authority in any way without its prior written consent.

For the duration of the contract, Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.

Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.

The contract governs the Contracting Parties use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor 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 implementation of a contract already concluded with the contractor.

All tenders will be rejected or contracts terminated if it emerges that the award or implementation 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 recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.

The Contractor undertakes to supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract’s execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

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

The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## 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 substantial errors, 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.

## Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint by writing to Safeguarding.iq@maginternational.org

## Data protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), such data will be processed solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of European Union law.

## 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 listed in the above-mentioned Decision, in relation to the award or the execution of a procurement contract.