

1. INSTRUCTIONS TO BIDDERS

PUBLICATION REF.:

“Supply of medicines, consumables and laboratory tests to Domiz 1, Domiz 2, Akre and Gawilan PHCs, Duhok Governorate, Kurdistan Region of Iraq 2021”

REFERENCE: DOH/UNHCR/MECOLAB/2021/01

By submitting a tender, bidders are 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. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender documents. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Supplies to be provided

- 1.1 The subject of the contract is the supply, delivery and unloading by the Contractor of the goods attached in Annex A (LIST OF MEDICINES, CONSUMABLES AND LABORATORY TESTS). The medicines, consumables, and laboratory tests shall be delivered to the PHCs (Domiz 1, Domiz 2, Akre, Gawilan). The delivery shall be provided by the Contractor.**

The delivery address is Domiz 1, Domiz 2, Akre, Gawilan PHCs, Duhok Governorate, Kurdistan Region, Iraq.

All medicines, consumables and laboratory tests shall be delivered within (14) fourteen calendar days from the date of the contract award.

The price proposed by bidders shall include:

- Customs
- Duties and delivery

- 1.2 The supplies must comply fully with the specifications set out in the tender documents.**
- 1.3 Bidders are not authorized to bid for a variant solution in addition to the present tender.**
- 1.4 Laboratory tests should 100% matched with the specifications of the laboratory equipment mentioned in the list and samples should be provided with the tender documents submitted.**

2. Timetable*

	DATE (2021)	TIME
Starting the tendering procedure	8 th .september	9:00
Deadline for requesting clarifications from the Contracting Authority.	16 th .september	14:00
Deadline for submission of tenders	21 th .september	14:00
Tender opening and technical session	23 th .september	10:00
Analysis session and notification of award to the successful bidder	27 th .september	10:00
Signature of the contract	30.september	10:00

**Dates in this form are tentative and are subjected to change due to operational requirements*

3. Participation

To be eligible to take part in this tender procedure bidders must prove their valid registration and compliance with technical and financial requirements and have the means to carry out the contract effectively.

4. Origin

All goods purchased under the contract must be Kurdistan Medical Control Agency (KMCA) Approved. KMCA letter of approval is mandatory to be submitted within the tender.

5. Currency

It is recommended to present the tender in Iraqi Dinar (IQD). An exchange rate document needs to be submitted if the tender presented in other currencies.

6. Medicines, Consumables and laboratory tests

The bidder should submit a tender for all **MEDICINES, CONSUMABLES AND LABORATORY TESTS**. Partial tendering will be disqualified.

7. Period of validity

- 7.1 Bidders will be bound by their tenders for a period of 30 days from the deadline of the submission of tenders.
- 7.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask bidders in writing to extend the validity period by 10 days. Such requests and the responses must be made in writing. Bidders that agree to do so cannot modify their tenders and they are bound to extend the validity of their tenders' guarantees for the revised validity of the tender. In case tender validity is not extended, participation in the tender will be terminated.

8. Language of tenders

The tenders, all correspondence and documents related to the tender exchanged by the bidders and the Contracting Authority must be written in English.

9. Submission of tenders

- 9.1 The Contracting Authority must receive the tenders before the deadline.

They supplier must include all the documents as follows:

a) Name of your firm - Technical Offer for Supply of Medicines, Consumables and Laboratory Tests.

b) Name of your firm - Financial Offer Medicines, Consumables and Laboratory Tests.

All offers must be delivered by hand to Contracting Authority before the deadline **21th.september 2021**, to the following address:

UNHCR Coordination Office, Room 17, First Floor

Duhok Directorate General of Health

Duhok, Kurdistan Region, Iraq

Opening hours: Sunday – Thursday, 9:00 am – 2:00 pm

- 9.2 Any tender received after this date will be rejected.
- 9.3 All tenders must be delivered to the above address and the bidders should sign the delivery sheet.
- 9.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address
- b) the reference code of this tender procedure (**DOH/UNHCR/MECOLAB/2021/01**)
- c) the words 'Not to be opened before the tender opening session' in English
- e) the date
- f) the name of the bidder
- g) Stamp and signature

10. 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 documents and comprise:

Technical details:

1. A detailed description of medicines, consumables and laboratory tests (name of the items, unit per pack, quantity of packs, total quantity) and a timetable for delivery to Domiz 1, Domiz 2, Akre and Gawillan PHCs.
2. KMCA letter of approval is mandatory.
3. Acceptance of the special and general conditions governing the contract.
4. Evidence that the supplier complies with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

Financial details: a detailed cost of each item need to be mentioned in IQD

Documentation: to be supplied as requested

Legal documents: Companies need to submit the registration letter in KRI

Taxes and other charges are not DoH responsibility.

11. Additional information before the deadline for submission of tenders

The tender documents should be so clear that bidders do not need to request additional information during the procedure.

Bidders may submit questions by email to the following address: doh.unhcr.2021@duhokhealth.org no later than **16th.september** 14:00 pm for submission of tenders, specifying the publication reference and the contract title.

The Contracting Authority has no obligation to provide clarifications after this date.

Any request of clarification channeled to an email address or telephone number other than the above address will result in disqualification.

12. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline of submission of tenders.

13. Costs of preparing tenders

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

14. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

15. Opening of tenders

15.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.

15.2 The tenders will be opened in public session on the date specified at DoH - UNHCR Coordination Office by the committee appointed for the purpose.

15.3 At the tender opening, the bidders' names, written notifications of alteration and withdrawal and such other information as the Contracting Authority may consider appropriate may be announced.

15.4 After the public opening of the tenders, no information related 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.

15.5 Any attempt by bidders 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.

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

16. Evaluation of tenders

16.1 Administrative and technical evaluation:

Administrative and technical evaluation will be carried out using the following criteria:

PLEASE SUBMIT IN A SEPRATE TECHNICAL ENEVLOP ALL THE DOCUMENTS THAT ARE MENTIONED IN THE BELOW CRITIERIA

Technical bids will be evaluated based on Pass/Fail criteria as shown below. To be technically qualified for financial evaluation, all the below criteria must be passed.

#	TECHNICAL CRITERIA	Pass/Fail
1.	Is Vendor's valid Business Registration document in KRI provided?	Pass/Fail
2.	Is KMCA approval of medicine document provided?	Pass/Fail
3.	Does the vendor accept delivery lead time (14 calendar days)	Pass/Fail
4.	Acceptance of DoH Offer Conditions attached in annex B Please note that for this tender the delivery period is exceptionally reduced to seven days contrary to what is stipulated in annex B Please include a signed and stamped copy in the technical envelop	Pass/Fail
5.	Does the company have experience in supplying medicines, consumables and laboratory tests, please include at least two past contracts, purchase orders or walk products	Pass/Fail
6.	Does the company have a qualified pharmacist please include the profile	Pass/Fail
7.	Has the company provided audited financial statement or bank statement in the account showing a minimum turnover of USD 40,000 or IQD 48,000,000	Pass/Fail
8.	Has the company provided a letter stating the acceptance to provide all items with a minimum shelf life of 12 months	Pass/fail

Summary of documents to be submitted in technical envelop:

1. Valid business registration document with KRI
2. KMCA approval letter
3. Signed and stamped copy of Annex B (DoH offer conditions)
4. At least two purchase orders or contracts or walk orders in the supply of similar products with DoH or international organizations
5. Profile of company's pharmacist showing at least three years of experience
6. Audited financial statement of bank or bank statement showing a minimum annual turnover of USD 40,000 or IQD 48,000,000
7. A letter showing that vendor accept the delivery time.
8. A Letter stating shelf life of all items.

TO BE CONSIDER AS TECHNICALLY QUALIFIED, THE BIDDERS SHOULD FULFILL ALL THE ABOVE MENTIONED CRITERIA

16.2 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each bidder 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. 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.

16.3 Financial evaluation: Financial bid will be only open after technical evaluation is completed, only technically qualified bidders shall be evaluated on financial basis, and one of the qualified bidders will be chosen based on the lowest cost offered.

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 bidder. If the bidder does not accept them, the offer will be rejected.

16.4 Variant solutions

Variant solutions will not be taken into consideration.

16.5 Signature of the contract and performance guarantee

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

16.6 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract.

16.7 Within 2 days of receipt of the contract signed by the Contracting Authority, the selected bidder must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful bidder will become the Contractor and the contract will enter into force.

16.8 If it fails to sign and return the contract and any financial guarantee required within 2 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 bidder will have no claim whatsoever on the Contracting Authority.

17. Tender Guarantee

Bid Security (5%) will be required from the winning bidder and it will be returned back to the bidder after completing the delivery.

18. Ethics clauses

18.1 Any attempt by a candidate or bidder 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.

- 18.2 Without the Contracting Authority's prior written authorization, 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.
- 18.3. When submitting a tender, bidders must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other bidders or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 18.4 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.
- 18.5 For the duration of the contracts 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, bidders 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).
- 18.6 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.
- 18.7 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.
- 18.8 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.
- 18.9 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.

18.10 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.

18.11 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.

19. Cancellation of the tender procedure

If a tender procedure is cancelled, bidders 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 bidders.

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 bidders to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

20. Contracting

DoH is not obligated to order the full quantities mentioned in the bid request, the order of quantities may increase or decrease at the time of contracting based on the availability of budget.

21. Appeals

Bidders believing that they have been harmed by an error or irregularity during the award process may file a complaint. Any suggestion or complaint can be e-mailed to the following address: doh.unhcr2021@duhokhealth.org

22. ZERO TOLERANCE POLICY:

Please note that DoH follow zero tolerance policy strictly and as such, suppliers are advised not to offer any gifts, favor, hospitality and commission etc. to DGoH staff. Any supplier found to be offering gifts, favor, hospitality and commission etc. to DGoH staff, DGoH will not do business with them anymore.